

C O U N C I L C O M M U N I C A T I O N

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE
MAY 18, 1988

SUBJECT: REQUEST FROM SANITARY CITY DISPOSAL COMPANY, INC. FOR AN EXTENSION TO THE
CURRENT CONTRACT FOR REFUSE COLLECTION FOR THE CITY OF LODI

PREPARED BY: The City Manager

RECOMMENDED ACTION: That the City Council hear the request of Sanitary
City Disposal Company, Inc. for an extension to its
contract with the City of Lodi and take action as
deemed appropriate.

BACKGROUND INFORMATION: Mr. Dave Vaccarezza, Sanitary City Disposal Company,
Inc. has sent the attached letter (Exhibit A) to the
City Council requesting an extension to his contract
with the City of Lodi. The present contract expires
June 30, 1988. The City is not required to go to bid
for this service and may thus extend the contractual relationship with
Sanitary City Disposal Company, Inc. under a newly-negotiated franchise
agreement if the City Council feels comfortable in doing so and it is deemed
to be in the best interest of the City. Mr. Vaccarezza will be in attendance
to present this request. He has also supplied the City Council with
additional information elsewhere in this agenda packet.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP: br

Attachment



May 10, 1988

Mrs. Alice Reimche
City Clerk
City Hall
Lodi, CA

Re: May 18 Agenda

Dear Alice:

This letter will confirm our request to be put on the agenda for the City Council on May 18th with regard to our request that a policy decision be made on a contract extension.

To bring the Council up to date, **attached** please find a packet of materials that we request you distribute to the Council Members prior to the meeting. Please distribute one packet to **each** of the Council so that we can **move** forward on making this policy decision on the 18th.

If you have any questions, please don't hesitate to call.

Sincerely,

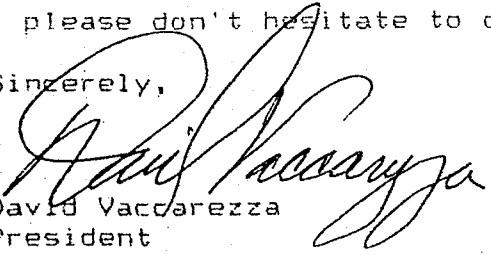

David Vaccarezza
President



EXHIBIT A

April 20, 1988

The Honorable Mayor James Pinkerton
Members of Lodi City Council
City of Lodi
City Hall
Post Office Box 3006
Lodi, CA 95241-1910

Re: Extension to the Current Contract for Refuse Collection for
the City of Lodi with **Sanitary City Disposal Company, Inc.**

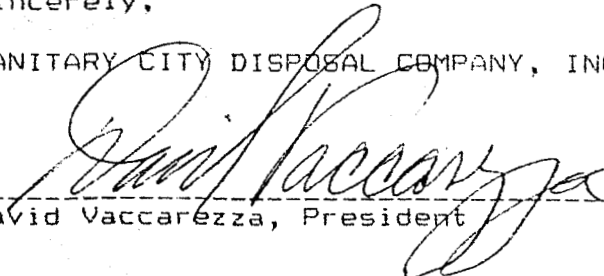
Dear Mayor Pinkerton and Members of the Lodi City Council:

Lodi **Sanitary City Disposal** has invested a **great** deal of
money to meet its contract obligations with the City of Lodi.
The **results have** been a quality service that the citizens of Lodi
have enjoyed and deserve.

In order for us to continue to meet the needs of the City of
Lodi for refuse collection. we are formally requesting an
extension of our current contract. We request that this matter
be placed on the **agenda** for the May 18, 1988, Lodi City Council
Meeting.

Sincerely,

SANITARY CITY DISPOSAL COMPANY, INC.


David Vaccarezza, President

dv/afv



INDUSTRIAL GASES DIVISION

May 13, 1988

Lodi City Council
Call Box 3006
Lodi, Ca. 95241

Dear Councilmen:

It has been brought to our attention that the City of Lodi is considering the possibility of not extending the refuse collection contract with California Waste removal systems. We as a Lodi community company feel this would be a great loss.

We feel, as I am sure everyone feels, it is very important to keep community monies in the community. In the past year California Waste spent \$4,423.09 with Amerigas. They have been doing business with us for the last six years. We acquired Pacific Welding and Delta Welding. They were doing business with them prior to the acquisition for many years.

California Waste has been an asset to our community. Their service is outstanding. Their facility and trucks are exceptionally clean. We have continually been satisfied with their service. The drivers are very neat. You can depend on them not to leave debris and trash behind.

There would be considerable economic loss to our community. We as a community should be concerned about this.

We look forward to our continued business relationship with California Waste.

Sincerely,

Dan Crawford
Dist. Manager

840 North Sacramento Street
P.O. Box 267
Lodi, Ca. 95241
(209) 334-1014

A UGI Company

Berkeley El Monte Fairfield Fresno Gardena Lodi Los Angeles Martinez Modesto Napa Ontario Pacoima Redding Sacramento
Salinas San Diego San Francisco Santa Clara Santa Fe Springs Santa Rosa Sonoma Stockton Ventura Woodland Yuba City



P O BOX 8068
STOCKTON, CA 95208

TRUCKS
PARTS
SERVICE

(209) 466-4151

My 12, 1988



Lodi City Council
Calf Box 3006
Lodi, CA 95241

Dear Council Members:

Our company has been doing business with California Waste Removal/Sanitary City Disposal for over 35 years. I have personally been involved with the account for 25 years, and have always found them to be very businesslike. They pay their bills on time and have accounted for several million dollars in purchases from our company over the years. Last year's purchases amounted to \$387,840.13.

It has come to my attention that a large waste disposal company is making a proposal to the City of Lodi for refuse collection. In that regard I state the following:

It has been my experience that these mega companies offer low rates when they move into an area and press these rates upward gradually so no real savings actually occurs. Furthermore, they concentrate their purchases in large metropolitan areas and through factory direct programs which siphons large amounts of cash out of the area they serve. The local business community suffers the loss.

Many of our customers, my employees and members of my family live in Lodi. We purchase goods and services provided by Lodi businesses. We are concerned that everyone will lose in the event a large company should serve the city.

It is our desire that the council will see fit to continue its' contract with the very fine company that has served the city so well for 60 years. The people and businesses of Lodi will benefit.

Sincerely,

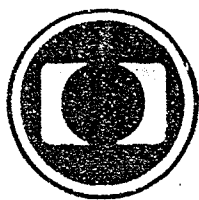
Kenneth Smith
President

rs

STOCKTON

MODESTO

SACRAMENTO



SPECIALIZED CLUTCH & BRAKE CO., INC.

2354 E. MINER, STOCKTON, CALIFORNIA 95205

(209)943-7375

May 12, 1988

Lodi City Council
Call Box 3006
LODI, Ca. 95241

Gentlemen:

We have just been informed that California Waste Removal System's contract with you expires in June 1989 and that you may be exploring the possibility of **hiring** a large outside corporation.

We would like to take this opportunity to say we feel this could be very detrimental to the Lodi community and could result in an economic loss to many local vendors as well as the community itself.

Not only does California Waste Removal System's employ local people, but they spend money in the community which helps local vendors. We have been doing business with California Waste Removal System's for **6** years and during this time they have spent money with us as well as other local vendors. We doubt that a large Midwest or Eastern corporation would have the loyalty that California **Waste** Removal System's has shown to us **and** other local vendors.

We therefore urge you to renew your contract with California Waste Removal System's, which will guarantee the money spent in this community stays where it belongs - with local merchants and banks.

sincerely,

SPECIALIZED CLUTCH & BRAKE CO., INC.

James Church
Vice President

JC/pw



**HYDRAULIC
CONTROLS**
— INC

1400 E SCOTTS AVENUE, STOCKTON, CALIFORNIA 95205 (209) 466.1531

May 13, 1988

Lodi City Council
Call Box 3006
Lodi, CA 35241

Gentlemen:

Since 1971, when Hydraulic Controls established a branch in Stockton and I took up residency in the Lodi area, I have been associated with Sanco and California Waste in both a business and personal capacity. My position, as a sales engineer, has involved me directly with the owners, managers and shop personnel involved with equipment maintenance. There has never been a time when a mutual trust did not exist between the owners, personnel and myself. This is a relationship that I doubt could exist with the influx of an outside organization.

I feel that we have always been given the opportunity to compete in a fair and equitable way with other suppliers. The actual sales involved is approximately \$1,500.00 per month. The loss of this business would not be devastating to us but from an over-all standpoint of total dollars spent locally by California Waste, the loss in revenue to the city, the county and the state would be considerable.

From a personal standpoint, our family has always been satisfied with the services provided by Sanco. We have found them to be consistently efficient, reliable and courteous and the charges have always been reasonable and affordable.

We urge the continuation of the present arrangement with Sanco -- they employ local residents, support local businesses and industries and provide an outstanding service to the community.

Sincerely,

Bob Landis
Robert C. Landis

WRIGHT'S

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r
s

ALICE W. WRIGHT

ALICE W. WRIGHT
CITY CLERK
CITY OF LODI

5-13-88

Dear City Council,

Wright's Stationers has been in business some 50 years. During that time Wright's and all the City of Lodi has been fortunate to have a company like California Waste Removal Systems to provide efficient and timely service. The company is locally owned with their employees living and spending money in Lodi. To have an outside Corporation come to Lodi and provide this service would not be good economics for the City. California Waste is doing a good job at rates comparative with other cities. I urge you to grant an extension of their contract so the City of Lodi can continue to receive the good service it deserves and has been receiving.

Sincerely,


Jim Mitchell

LODI
359-2743

Your LOCAL Supplier

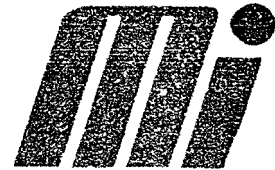
STOCKTON
464-6443

105 SOUTH SCHOOL ST. • P. O. BOX 639 • LODI, CALIFORNIA 95241

MOTION INDUSTRIES, INC.

BEARING, FLUID & MECHANICAL POWER TRANSMISSION SPECIALIST

1030 Victor Rd
PO Box 727
Lodi, California 95240
Phone (209) 334 2530



May 12, 1988

Lodi City Council
Call Box 3006
Lodi, CA 95241

Council Members:

It has come to my attention that the Lodi City Council may be considering an outside source to provide waste removal from the city of Lodi. I am concerned that California Waste may lose the contract with the city. I would like to recommend that you consider no other company but California Waste Removal Systems For that contract with Lodi.

My company, Motion Industries, has done business with California Waste ~~icr~~ more than 20 years. Our companies are both concerned with the progress of business in Lodi because we are both local commercial industries with an interest in the growth and well-being of the community. I fail to see how an outside company might nave the community's interest at heart. The employees at California Waste and also at Motion Industries are all local people who care about Lodi. WE employ local people who return to Lodi what Lodi has given to them.

According to our records, California Waste has spent \$8,563.00 with our company alone this year. We need to consider how much more California Waste has spent locally in order to keep their business going.

In closing, I would like to remind you. that California Waste is a local company, spending money in the city of Lodi and hiring Lodi citizens. California Waste purchases from local businesses and has a loyalty to the city of Lodi that cannot be replicated by any outside agency.

Very truly yours,

A handwritten signature in dark ink that reads 'Larry Barnhart'.

Larry Barnhart
Branch Manager



**GUNTERT
STEEL**

RECEIVED

MAY 18 AM 11:19

ALICE M. BROWN

222 EAST FOURTH STREET
RIPON, CALIFORNIA 95366
TELEPHONE (209) 599-6131
STOCKTON DIRECT LINE (209) 982-1707
MODESTO DIRECT LINE (209) 523-9118
TOLL FREE LINE (800) 692-3747
FACSIMILE DIRECT LINE (209) 599-3821

Guntert Sales Div.. inc.

May 13, 1989

Lodi City Council
Call Box 3006
Lodi, CA 95241

Gentlemen:

We have just been informed that California Waste Removal System's contract with you expires on June 19, 1989, and that you may be exploring the possibility of hiring a large outside corporation.

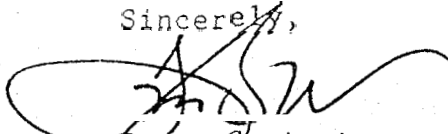
At this time we would like to take the opportunity to express our concerns that this could be very detrimental to the Lodi Community and could result in an economic loss to employees and vendors, as well as the Community itself.

California Waste not only employs local people, but they spend money in the community, which in turn helps local vendors.

We have had an ongoing business relationship with California Waste for over four years now, and during that time they have spent a considerable amount of money with us, as well as with other local vendors. We doubt that a large Midwest or Eastern corporation would have the loyalty that California Waste Removal Systems has shown to us and other vendors.

We therefore urge you to renew your contract with California Waste Removal **Systems**, which will guarantee the money spent in this community, stays in this community.

Sincerely,



Terry Guntert
Vice president

THE BUTCHER SHOPPE
412 W. LODI AVENUE
LODI, CA. 95240

RECEIVED
MAY 16 1988

May 16, 1988

To The Members Of the Lodi City Council:

It is my understanding that the contract with California Waste Removal Systems is coming up for renewal and the City Council is considering the possibility of seeking services outside this area. Speaking as a local business person and residents of this community for over 50 years, it is my opinion that going outside Lodi, or even California, would be a great disservice to the tax payers you represent.

This company, California Waste Removal Systems, has grown and expanded their operations throughout the years to better accommodate the citizens of the Lodi community. They employ local citizens, bank and shop locally, putting monies back into the local economy. The company has always worked hard to help the residents keep Lodi a clean community. A good example is the curb service clean-up program that is going on at the present time.

The recent change from the backyard garbage pickup to curb service with the new "Jolly Green" plastic containers is more than an economic improvement but a public health benefit to all. The new containers, if used properly, should reduce the fly population within the city limits.

California Waste Removal Systems has always been a leader in our community and I hope the City Council will take this into consideration during the renewal negotiations.

Yours very truly,



Joseph V. Fiori, Mgr. Partner



Jack V. Fiori, Partner

jf

DELTA PACKING COMPANY OF LODI, INC.
5990 East Kettleman Lane
Lodi, California 95240

ALLEN
ST
WICHE
ELA

May 13, 1988

Council Member Randy Schnider
Call Box 3006
Lodi, California 95241

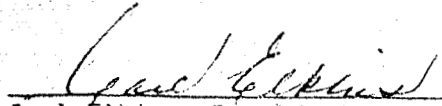
Dear Council Member Schnider:

It has come to my attention that there is the possibility of another sanitation conglomerate moving into the Lodi community. Not only is this unnecessary, this action will also claim much of our precious farmland, a resource that is becoming more and more limited. Furthermore, much of the economic monies generated by our current sanitation disposal company will be diverted out of our community.

Please help us to retain this precious land, and prevent the diversion of our economic monies outside of our community. Your attention to this matter would be greatly appreciated.

Sincerely Yours,

DELTA PACKING COMPANY OF LODI, INC.


Carl Elkins, President

DELTA PACKING COMPANY OF LODI, INC.
5990 East Kettleman Lane
Lodi, California 95240

UPT MAY 18 PM 3:53

ALICE J. WILSON
RTE. 1
Lodi, CA

May 13, 1988

Council Member Fred Reed
Call Box 3006
Lodi, California 95241

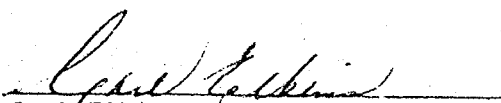
Dear Council Member Reed:

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Sincerely Yours,

DELTA PACKING COMPANY OF LODI, INC.


Carl Elkins, President

DELTA PACKING COMPANY OF LODI, INC.
5990 East Kettleman Lane
Lodi, California 95240

RECEIVED
MAY 15 PM 3:50

ALICE J. BUCHE
CLIENT

May 13, 1988

Council Member Jim Pinkerton
Call Box 3006
Lodi, California 95241


Dear Council Member Pinkerton:

It has come to my attention that there is the possibility of another sanitation conglomerate moving into the Lodi community. Not only is this unnecessary, this action will also claim much of our precious farmland, a resource that is becoming more and more limited. Furthermore, much of the economic monies generated by our current sanitation disposal company will be diverted out of our community.

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Sincerely Yours,

DELTA PACKING COMPANY OF LODI, INC.



Carl Elkins, President

DELTA PACKING COMPANY OF LODI, INC
5990 East Kettleman Lane
Lodi, California 95240

MEMBER : Mr. C

ALLIED

CO.

May 13 1968

Council Member Evey Olson
Call Box 3006
Lodi, California 95241

Dear Council Member Olson:

It has come to my attention that there is the possibility of another sanitation conglomerate moving into the Lodi community. Not only is this unnecessary, this action will also claim much of our precious farmland, a resource that is becoming more and more limited. Furthermore, much of the economic monies generated by our current sanitation disposal company will be diverted out of our community.

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Sincerely Yours,

DELTA PACKING COMPANY OF LODI, INC.


Carl Ekins, President

158 111110 17 0 50

DELTA PACKING COMPANY OF LODI, INC.
5990 East Kettleman Lane
Lodi, California 95240

May 13, 1988

Council Member Dave Henchmen
Call Box 3006
Lodi, California 95241

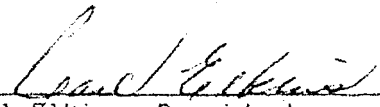
Dear Council Member Henchmen:

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Sincerely Yours,

DELTA PACKING COMPANY OF LODI, INC.



Carl Elkins, President

RECEIVED

MAY 14 1988

ALICE H. LAMONE
CITY CLERK
CITY OF LODI

D & D INVESTMENTS
8950 East Kettleman Lane
Lodi, California 95240

May 13, 1988

Council Member Fred Reed
Call Box 3006
Lodi, California 95241

Dear Council Member Reed:

The Lodi community has always prided itself on being a closely-held community. A community of friends, bound together for the preservation and welfare of our town. This closeness and community awareness is what sets us aside from our neighboring towns.

Look at our neighboring town Stockton. It has expanded its limits which has resulted in a loss of community spirit and public control. It is corrupt and expansion and greed is at the root of its problems.

Growth and expansion does not always mean better, it sometimes creates a worse atmosphere and a division of friendship. Don't let this happen to our special community. I am saddened at the thought of an outside waste disposal company moving into our community and disrupting the business chains which currently exists here.

I feel that if this were to happen, there would be a considerable economic loss to our local community, to the people who are employed locally and especially to the recipients of the current service.

I realize this is just the beginning, but where will it end. Don't let this happen to our special community. Please help us retain this special friendship and community spirit and reject this proposal of outside expansion.

Yours Truly,

D & D INVESTMENTS


Daniel Dentoni, Owner

D & D INVESTMENTS
5950 East Kettleman Lane
Lodi, California 95240

5-18-1986

Council Member Jim Pinkerton
Call Box 3006
Lodi, California 95241

Dear Council Member Pinkerton:

The Lodi community has always prided itself on being a closely-held community. A community of friends, bound together for the preservation and welfare of our town. This closeness and community awareness is what sets us aside from our neighboring towns.

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Yours Truly,

D & D INVESTMENTS


Daniel Dentoni, Owner

REC'D
MAY 18 1976

D & D INVESTMENTS
5950 East Kettlemen Lane
Lodi, California 95240

ALICE L. BROCKE
CITY CLERK
Lodi, California

MAY 12, 1976

Council Member Evay Olson
Call Box 3006
Lodi, California 95241

Dear Council Member Olson:

The Lodi community has always prided itself on being a closely-held community. A community of friends, bound together for the preservation and welfare of our town. This closeness and community awareness is what sets us aside from our neighboring towns.

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Yours Truly,

D & D INVESTMENTS

Dan Dentoni
Daniel Dentoni, Owner

RECEIVED

OCT 10 PM 8:50

SLIDE 11
CITY 0.505

D & D INVESTMENTS
5750 East Kettleman Lane
Lodi, California 95240

Ms. 13, 1988

Council Member Randy Schnider
Call Box 3006
Lodi, California 95241

Dear Council Member Schnider:

The Lodi community has always prided itself on being a closely-held community. A community of friends, bound together for the preservation and welfare of our town. This closeness and community awareness is what sets us aside from our neighboring towns.

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Yours Truly,

D & D INVESTMENTS


Daniel Dentoni, Owner

D & D INVESTMENTS
5950 East Kettleman Lane
Lodi, California 95240

May 11, 1990

Council Member Dave Henchmen
Call Box 3006
Lodi, California 95241

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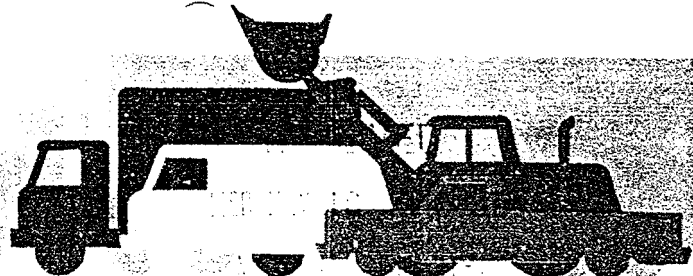
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Yours Truly,

D & D INVESTMENTS


Daniel Dentoni, Owner



Connell Tire Service

2211 N. Wilson Way • P.O. Box 8343 • Stockton, CA 95205 • Phone 466-2581

May 12, 1988

City of Lodi
Call Box 3006
Lodi, Ca. 95241

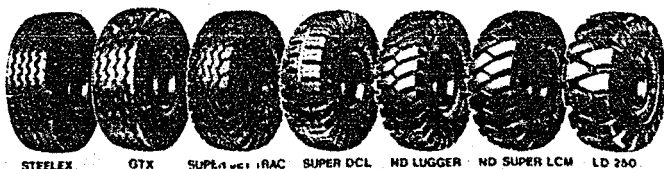
Attn: City Council Members

We are writing this letter in regards to the refuse contract in the City of Eodi which is presently held by California Waste Removal- As I am sure you are aware this company has been serving the Lodi Community for over 60 years, and during this time has contributed to the economic growth of Lodi by providing jobs to local residents and revenues to local banks and businesses. California Waste has spent over \$ 70,000.00 with our company alone in the last year.

We can fully understand the concern that California Waste has not only for themselves, but for the Community of Lodi if the refuse contract were awarded to an outside, Multi-National company. These companies come into small communities such as Lodi and buy the market by providing services at below cost for a short period of time, and initially forcing the local company out. Time and time again this has proven to be a mistake in the long run.

As we are residents of Stockton, where the refuse collection is split amongst various companies, we have seen the results of this type of situation. What at first seemed to be of a money saving endeavor, turned into one of increased costs and poorer quality service.

Refuse collection is a service business, performed by people, not machines. People are best managed on a local basis, by local people, with local interest. Contract awards should be based on who can do the best job in the long run. We feel that the City of Lodi would be making an error by using any company besides the present local company, who has provided quality, competitive service for the past sixty years and one who can continue to do so for the next sixty years.



Sincerely,

Anthony Mattioli, Jr.
President, Connell Tire Service

BIG VALLEY KIWI, INC.
5990 EAST KETTLEMENT LANE
LODI, CALIFCRNIA 95240

May 16, 1988

Council Member Evey Olson
Call Box 3006
Lodi, California 95231

Dear Council Member Olson:

The factors that make a community such as Lodi so special is the benevolence that is built up through business relations as well as community involvement. For many years, California Waste has contributed not only to this community but also to many independent businesses in the neighboring areas. Cal Waste has successfully proved efficiency and satisfaction to all those they have served.


It is my belief that if you allow outside businesses into our community, many independent companies will be faced with hardships and the possibility of being forced out of business. The factors that support my premise are as follows: 1. Large Corporations are concerned with profits rather than the success of our community and the individuals within the area. 2. A big outside company has no loyalty to local people. This will have a large impact on the local people currently employed. 3. Many independent vendors will lose work due to in-house services that large corporations are able to provide.

I firmly believe that these factors alone are enough to warrant the prevention of outside companies moving into our community. I am confident that you, as well, believe that what's best for our community is the strong support that we, as a community, can give to our local businesses.

Please help our community stay special. Let California Waste, a company who has served Lodi for the past 60 years, and if you let it will serve us for the next 60 years, retain the refuse collection contract with Lodi.

Sincerely,

BIG VALLEY KIWI, INC.



Bruce Hellwig, President

BIG VALLEY KIWI, INC.
5990 EAST KETTLEMEN LANE
LODI, CALIFORNIA 95240

May 16, 1988

Council Member Jim Pinkerton
Call Sox 3006
Lodi, California 95241

Dear Council Member Pinkerton:

The factors that make a **community** such as Lodi so special is the benevolence that is built up through business relations as well as community involvement. For many years, California Waste has contributed not only to this community but also to many independent businesses in the neighboring areas. Cal Waste has successfully proved efficiency and satisfaction to all those they have served.

It is my belief that if you **allow** outside businesses into our community, many independent companies will be faced with hardships and the possibility of being forced out of business. The factors that support my premise are as follows: 1. Large Corporations are concerned with profits rather than the success of our community and the individuals within the *area*. 2. A big outside company has no loyalty to local people. This will have a large impact on the local people currently employed. 3. Many independent vendors will lose work due to in-house services that large Corporations are able to provide.

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BIG VALLEY KIWI, INC.

Bruce Hellwig
Bruce Hellwig, President

BIG VALLEY KIWI, INC.
5990 EAST KETTLEMEN LANE
LODI, CALIFORNIA 95240

May 16, 1988

RECEIVED
CITY CLERK
MAY 16 1988

Council Member Fred Reed
Cali Box 3006
Lodi, California 95241

Dear Council Member Reed:

The factors that make a community such as Lodi so special is the benevolence that is built up through business relations as well as community involvement. For many years, California Waste has contributed not only to this community but also to many independent businesses in the neighboring areas. Cal Waste has successfully proved efficiency and satisfaction to all those they have served.

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Sincerely,

BIG VALLEY KIWI, INC.

Bruce Hellwig

Bruce Hellwig, President

BIG VALLEY KIWI, INC.
5990 EAST KETTLEMEN LANE
LODI, CALIFORNIA 95240

May 16, 1988

Council Member Dave Henschman
Call Box 3006
Lodi, California 95241

Dear Council Member Henschman:

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Sincerely,

BIG VALLEY KIWI, INC.



Bruce Hellwig, President

BIG VALLEY KIWI, INC.
5990 EAST KETTLEMEN LANE
LODI, CALIFORNIA 95240

May 16, 1988

Council Member Randy Schnider:
Call Box 3006
Lodi, California 95241

Dear Council Member Schnider:

The factors that make a community such as Lodi so special is the benevolence that is built up through business relations as well as community involvement. For many years, California Waste has contributed not only to this community but also to many independent businesses in the neighboring areas. Cal Waste has successfully proved efficiency and satisfaction to all those they have served.

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Sincerely,

BIG VALLEY KIWI, INC.

Bruce Hellwig
Bruce Hellwig, President

DAVID P. WARNER

Attorney at Law

404 W. Pine Street, Suite 10

Lodi, California 95240

(209) 368-5175

May 13, 1988

Lodi City Council
Call Box 3006
Lodi, California 95240

Dear City Council Members:

I am writing to you both as a local businessman and as a lifetime Lodi resident regarding the collection contract *our* city has with Lodi Sanitary City Disposal Company for the collection of refuse. I am requesting and encouraging you to renew and/or extend that contract with Sanitary City.

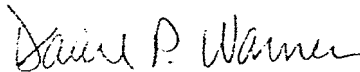
I will admit at the outset that I have a vested interest in making this request. Sanitary City is a valued and substantial client of mine. Should another company be given this job, there is no doubt in my mind that I would not have the business. I have *been a* practicing attorney in Lodi for over ten years. During the majority of those years, Sanitary City has been a client. The same long term commitment they have shown to me from a business standpoint is the same type of long term commitment they have shown to me as a resident in the services they have provided to the community.

An "outside" company would not have the same concern for local residents and businessmen as is now provided. Presently, we have a company that provides **jobs** for Lodi residents, is a source of revenue for local businesses and provides quality service to our residents all at the same time.

I think that it is important to point out that many other businessmen locally would lose if the present company did not continue to hold the refuse collection contract. Not only would they lose in the same manner **as** I have previously described, but the impact would trickle down to others. I carry my belief and commitment to dealing with local people in my business also. I hire locally and purchase *goods* locally. Many products that I purchase for use in my business might be available a little bit cheaper from vendors out of this area or state. However, I have learned through the years that you **cannot** obtain the same level of service or concern from these outside sources.

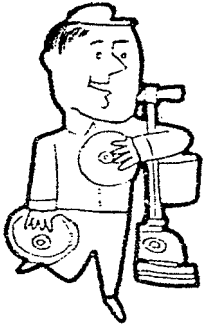
I would strongly urge and request that you either renew or extend the refuse collection contract with Lodi Sanitary City, a company which not only helps me as a Lodi resident and local businessman but many others as well.

Very truly yours,

A handwritten signature in cursive script that reads "David P. Warner".

David P. Warner

DPW:ma



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QUALITY IS OUR POLICY

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AND CARPET CLEANING**

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COMPLETE JANITORIAL
SERVICE

CARPET CLEANING

SERVICING SINKS
WINERIES
BUSINESS OFFICES
ETC.

May 14, 1988

Lodi City Council
Call Box 3006
Lodi, Ca. 95241

To Whom It May Concern:

We wish at this time to express our support for the Sanitary Co., City Disposal Inc., of Lodi, California and our 28 year relationship with this firm. We urge you to consider the economic and employment impact that outside sources may create.

Very truly yours

Donald Federighi

Owner

cc: Sanitary Co., City Disposal Inc.



GERMANY BROTHERS PRINTING

RECEIVED
MAY 17 11 13 AM '58

WILLIAM W. REMORE
CITY CLERK
CITY OF LODI

5/13/58

Lodi City Council
Call Box 3006
Lodi, California 95241

RE: California Waste Removal Contract.

Dear Lodi City Council Members;

It has been brought to our attention that the City of Lodi may be considering another refuse source, other than California Waste Removal Systems. Cal Waste is the most efficient and well managed disposal company that the City of Lodi would ever want.

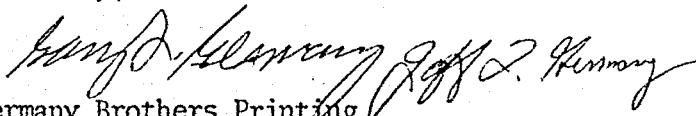
We can't begin to imagine that the City Council even coming up with such a absurd thought, where is your loyalty?

Please keep in mind, the vast advantages that Cal Waste offers the community other than refuse collection. Cal Waste has been ran and owned locally for 60 years, they employ local people, bank local, and are very active in community projects and programs. You can assure yourselves that an outside refuse company won't perform or give any local support:

Our firm has been doing business with Cal Waste for over three years, and we show approximately 24 thousand dollars a year in job revenue. That would be lost jobs to our company if their contract is terminated.

We hope that the Lodi City Council votes in favor of extending the Cal Waste contract, **mainly**; for the simple reason the revenue earned is also spent in the City of Lodi. Which is good **Business**:

Sincerely;


Germany Brothers Printing

May 16, 1988

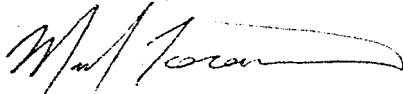
Lodi City Council
Cali Box 3006
Lodi, Ca. 95241

Dear City Council Members:

I would like to take this opportunity to write you in favor **of** extending Sanitary City Disposal, Inc.'s refuse collection contract. As an individual who works in and around Lodi, I **feel** strongly that this important service should remain locally controlled.

A large corporation will remove money locally and possibly **displace** many local people. This certainly would have a negative impact, not only those associated with California **Waste**, but on the whole community. I **feel** Sanitary City Disposal, Inc. has done an excellent job and should have their contract renewed.

Sincerely,



Mark Torosian

MT/tr

Nike's Custom Upholstery
604 E. Lockeford
Lodi, Calif.

May 16, 1988

Dear Mayor and City Council:

It has come to my attention that you are considering expiring the contract with California Waste.

I for one believe this to be a big mistake for Lodi as a whole.

Our company has been actively involved with Calif. Waste for the past two years. Last year alone \$1,740.93 worth of services were performed.

Not too long ago a new garbage collecting service started in Lodi. Numerous promises were made regarding quality service at a cheaper rate than Calif. Waste. Even though I knew the person promoting this new service, I informed him I would wait and see what happened.

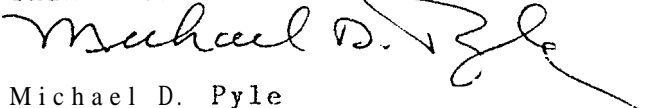
What I saw was two old trucks constantly in need of repairs, a manager driving truck because his employees didn't make it to work. Needless to say this company didn't stay in Lodi long. This was supposed to be an offshoot of a Bay Area company.

The quality of service from Cal. Waste is excellent. I believe the transfer station is Super. Its clean, you get paid for dumping cans, bottles, cardboard etc., and the people running it are friendly and courteous.

Whenever a community function is going on in Lodi you'll see Dave Vaccarezza or his staff actively involved.

We have a "First Class Refuse Company, ran by the same family for over sixty years. I for one urge you to leave well enough alone.

Thank You


Michael D. Pyle

Ronald G. Navone, M.D., Inc.

Diplomate of American Board of Internal Medicine

845 South Fairmont Avenue, Suite 5

Lodi, California 95240

Telephone (209) 334-6313

5/15/88

Lodi City Council
Lodi, Ca.

Dear Council Members:

This note is in support of Sanitary City Disposal which has continued to offer our city excellent service at affordable prices. No entity in this city has donated the time and effort as has SaniCity to volunteer organizations and public commitment. Our office has provided medical care to their employees on a regular basis and Sanitary City has resisted the temptation of outside medical groups in favor of medical care locally.

Our city will suffer financially if outside waste systems enter the market and any potential savings will take it's toll on local employment.

in the six years that I have lived and worked in Lodi, no issue has moved me to write to the Council more than the subject listed above. I strongly urge you to be as loyal to Sanitary City/ California Waste as they are to our community.

Sincerely,
R. Navone M.D.
Ron Navone M.D.

RECEIVED

NOV 17 1935

WILLIAM L. BROWN
CITY CLERK
CITY OF LOS ANGELES

B T. REEVES

May 17, 1988

HONORABLE CITY COUNCIL
City of Lodi
Lodi, CA

RE: REFUSE COLLECTION

it has come to my attention that the City of Lodi is considering outside contractors to provide refuse collection services fur the community.

I would personally like to endorse continuation of the agreement with Lodi Sanitary City Disposal, Inc.

I have lived and had my business in Lodi for the past 35 years. The services performed by this company have always been excellent and the cost of services very reasonable.

My business permits me to review plant, equipment and management of many different companies. I can assure you of the quality of this locally owned and managed firm.

My recollection of where this firm was 35 years ago, to what they are today, is very vivid. They have more than adequately kept their services at high levels, while the community that I came to in 1953, which was approximately 16,500 population, has grown to some 43,000 today.

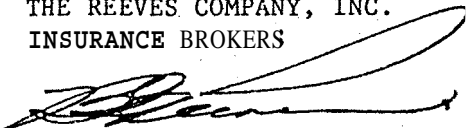
They have made very substantial investments in real estate, equipment and personnel that has always kept them ahead of our growth pattern.

If you have not done so, I would invite any of the council members to visit this very updated modern facility. It is one of the best.

I recommend a continuation of the 60 years of excellent services that this company has provided.

Yours very truly,

THE REEVES COMPANY, INC.
INSURANCE BROKERS



B. T. Reeves
President

BTR:dk

THE REEVES COMPANY, INC. INSURANCE BROKERS

P. O. BOX 598, 300 WEST PINE STREET, LODI, CALIFORNIA 95241

(209) 334-3000



May 16, 1988

Lodi City Council
Call Box 3006
Lodi, California 95241

Dear Council Members:

I have just learned that the City Council is considering exploring outside sources for refuse collection/Lodi and wish to express my feelings on this matter.

I own an office supply store in Lodi and have been doing business with California Waste Removal Systems for about 2 1/2 years. In the past year alone they have spent \$5,430.61 in my store which in turn goes to pay my employees and my taxes.

It is difficult to run a small business nowadays, and its only through the loyalty of other locally owned businesses that we survive. It has been my experience that many larger businesses in the area having their headquarters outside the area bring in their supplies from the headquarters location. I had dealt with another large company in Stockton which was sold to a Southern California firm just last Summer. I've lost about \$800.00 a month because of that sale because everything is shipped from L.A. Do you realize what affect this has on a small business?

Even putting business aside, how involved is California Waste Removal Systems in the activities of Lodi. If they're called upon for a donation or assistance with a project they always come through. How many firms owned outside the community would get as involved as they do. Every citizen in Lodi has benefited in one way or another through their generosity.

This doesn't even address the fact that California Waste Removal Systems employs locally. Their employees spend their earnings locally and pay their taxes locally.

I can still recall when Stockton had decided that Stockton Scavengers needed competition and called on outside services. Stockton went through a lot of turmoil and ended up with two services, with the city being divided in half giving its citizens no choice in the matter, rates continued to rise, and service was not improved. Do we need this kind of confusion?

In conclusion, we know what we have in California Waste Removal Systems - dependable service, generosity, and loyalty to our businesses. All in all a business that cares about Lodi and its citizens - not just profits.

Sincerely,

A handwritten signature in cursive script, appearing to read "Della R. Hansen".

(Mrs.) Della R. Hansen

DRH/em

312 N. Ham Ln. • Lodi, California 95240 • (209) 368-7101



F.B. Hart Company

R. Dennis Hall
General Manager

May 16, 1988

Lodi City Council
Call Cox 3006
Lodi, CA. 95241

Gentlemen:

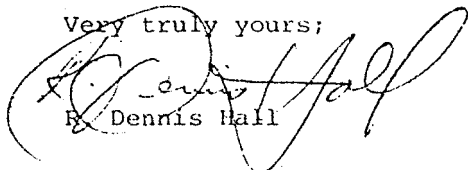
This letter is written to express our support for California Waste Removal Systems as a locally owned and managed business. F.B.Hart is a GMC, WHITEGMC, Volvo and Peterbilt truck **dealer** serving the northern California area since 1927. We specifically serve the Lodi/Stockton area from our WHITEGMC facility at 2217 West Lane in Stockton.

California Waste has been a valued customer of ours since 1968. The 117 employees of California Waste support our local economy. They **spent** over \$95,000 for replacement parts with us last year and have \$600,000 in new equipment currently on order to support their level of service to the Lodi residents. This impressive volume of revenue spent with a local concern is typical of the benefits derived from doing business with **locally owned** and managed companies.

California Waste is recognized as a leader in the waste management industry with its high standards of fleet maintenance and pride of operation. This is not always the case with branch operations of large national concerns. California Waste certainly reflects well upon the City of Lodi, and can be counted as a real asset to the area.

F.B.Hart Company is supportive of locally owned and managed companies such as California Waste Removal Systems which help us support the local tax base.

Very truly yours;


R. Dennis Hall



INDUSTRIAL SALES DIVISION

415/562-6667

MILLIGAN-SPIKA COMPANY

465 ROLAND WAY • P.O. BOX 2174 • OAKLAND, CALIFORNIA 94621



CALIFORNIA EQUIPMENT DIVISION

415/635-2310

May, 16 1988

Lodi City Council
Call Box 3006
Lodi, Ca. 95241

California Equipment
1640 No. Broadway
Stockton Ca. 95205

Dear Council Members:

It has come to our attention that the Council is considering the possibility of not renewing the contract with California Waste Removal Systems for refuse collection in the City of Lodi.

California Equipment Company has enjoyed a very close relationship with California Waste since we opened our Stockton Branch 2½ years ago. During that time we have been impressed with California Wastes commitment to their community and the fine manner in which they operate.

California Equipment Company in Stockton employees 12 people several of which reside in the City of Lodi, the chance that the Lodi City Council may consider a refuse contract with a refuse company based outside of the State of California, makes us very alarmed. The purchasing practices of many of these companys are devastating to local business. These out of State Refuse Companys engage in centralized purchasing in their Corporate Headquarters to the exclusion of all local venders.

It should be easy to see that this would have a sever negative impact on local business's as well as their employees which reside in the City of Lodi. In the past year California Waste has purchased in excess of \$24,00.00 dollars from California Equipment in Stockton. The impact of the possible loss of this business could prove **disastrous** for us **6** our employees.

We urge you to reconsider any intentions of considering any proposal which could so drastically affect your local community.

Sincerely:

Tobin Hedden
Tobin Hedden, Rr. MGR.

SAN JOSE
1670 ZANKER RD/ D. 95112
408/298-2331

WEST SACRAMENTO
2345 EVERGREEN AVENUE. 95691
P. O BOX 1106
916/371-0140

FRESNO
2740 EAST WOODWARD AVENUE, 93721
209/237-1805

May 16, 1988

Lodi City Council
City Hall
Lodi , CA 95240

Dear Councilmembers:

I have been a long time resident of the city of Lodi and the surrounding area. My family and I reside at 217 Maple Street.

The purpose of this letter is to express my concern over the possibility of the garbage contract going out to bid.

Sanitary City Disposal Company provides excellent service. They hire local people, some of which are my family and friends. The managers and owners all live in the local area and are available if there is a problem and respond quickly to solve them.

The company has also provided us with a sponsorship so we can play in the Lodi recreation softball and basketball leagues for the past three years.

As a resident, I am concerned that the excellent service we know they provide would discontinue. Also, the possibility that my family and friends could lose their jobs if the company lost this contract. Of course, we would lose our sponsorship too.

Why do you want to consider another company? They have no loyalty to the residence of the City of Lodi. If you examine these issues closely, I am sure you will realize the best solution is to keep the garbage company we have, because they live and care about Lodi as you and I do.

Sincerely,

John Sauseda

Fred Corry
Computer Consultant

2228 Bonnie Brook Dr.
Stockton, CA 95207
(209) 478-7500

May 16, 1988

Lodi City Council
Call Box 3006
Lodi, California 95241

Honorable Council Members:

It has come to our attention that you may be considering discontinuing your contract with Sanitary City Disposal Company in favor of a large national company based outside of California. In our opinion, this is a serious mistake.

In the first place, your council *would be* losing a considerable amount of influence with the company that provides this valuable service to your community. With Sanitary City, you can talk directly to the ultimate decision makers, the owners of the company. With a large national company, you would be dealing with relatively low-ranking middle managers.

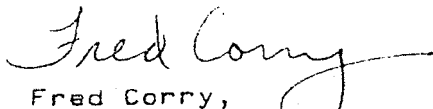
Secondly, a decision to go with a large national company does not make sense economically. Many, many thousands of dollars would be taken out of the local economy and sent to another state. We have been doing business with the Sanitary City Disposal Company for over four years. Last year we received about \$16,500.00 in gross revenues from it. We are just one of the many businesses in the local area that would suffer if a large national company were used.

If the reason the national firm is being considered is a "low bid", we must consider a few things. A large outside company has one interest in our community- Profit. As an initial investment, they may be willing to "underwrite" the cost of doing business here and submit a low initial bid. As time goes on, they would expect to get their investment back plus interest.

Sanitary City Disposal Company is a local company rooted in the local economy. It has served the Lodi community well for over 60 years. It is very involved in the community (from Chamber of Commerce activities to youth groups activities) and very responsive to its needs. Mr. Vaccarezza and his staff are committed to modern and efficient service *for* our community- from computerization to automated curbside pickup where it makes **sense-** at a fair and reasonable cost **to the** community. The community in which he grew up and in which he now **raises** his family. Sound business judgment would dictate keeping these proven "intangibles" in mind when you **are** considering an alternative "low-sounding" initial bid.

Therefore, the Lodi City Council would **do** the community a very good service to retain the Sanitary City Disposal Company. A company whose vital interests **are** closely related to the **best** interests of the Lodi community. By doing so, they would **retain** their ability to directly communicate with the **ultimata decision-** makers, they would retain many, many thousands of dollars in the Local economy, and they would **ensure** modern and efficient service for the community at a fair price.

Sincerely,



Fred Corry,
President; Fred Corry, Computer Consultant

Tokay, Ltd.

8 E. Lockeford St. • Lodi, CA 95240 • (209) 369-5039

051788

Lodi City Council
Call Box 3006
Lodi, CA 95241

Dear Members of the Lodi City Council,

It has been brought to my attention that the contract for trash collection for the City of Lodi is possibly going to be put out to bid. Please take note that I would ~~would~~ like to see the current garbage company, *California Waste*, stay as Lodi's refuse company. *California Waste* puts much back into our community, not only with their retail purchasing power, but employment for many people and the numerous service orientated deeds they do. My grandfather and my father ~~also~~ conducted retail businesses in Lodi and they always preached "buy local". I would like to see my trash dollar being spent in the city that it's being paid to!

Sincerely,



Lane Pearson
Tokay Liquors
8 E. Lockeford St.
Lodi, CA 95240



SELDON C. BRUSA INSURANCE AGENCY, INC.

1100 WEST TOKAY STREET, SUITE B • LODI, CALIFORNIA 95240
LODI (209) 334-3255 STOCKTON (209) 931-6611

May 16, 1988

Lodi City Council.
Call Box 3006
Lodi, CA. 95241

Dear Council Members:

It has come to my attention that the council may be considering bringing in outside refuse management firms to bid the refuse collection contract for the City of Lodi. It is surprising to me that there can be any justification for such an action.

I would like to first emphasize the quality of service I have had as a customer over the last 30 years, both at my residence and place of business. Garbage pickup is on time, done in a considerate and orderly manner and, for the cost in relation to the service, is the most reasonable city service.

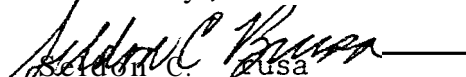
Cal Waste has brought to local firms a great deal of business over the last 15 years and has continued to be a loyal Company seeking to provide the best possible service to their clients. It is essential for the strength of the community to keep money made locally here as Cal Waste has done over the years.

Lastly, after observing the troubles that both our County and neighboring City of Stockton have experienced with outside refuse firms, I am greatly concerned that we may be heading for the same situation rather than learning from their mistakes.

I strongly urge you to renew the contract with Cal Waste and strive to retain the high standard of service at an equitable cost.

I will be looking forward to hearing of the outcome of the council's decision.

Sincerely,


Seldon C. Brusa
Seldon C. Brusa

SPECIALISTS IN DESIGN, SALES AND SERVICE OF:

Personal Life Insurance — Business Insurance — Group Insurance — Estate And Tax Analysis — Pension And Profit Sharing

217 Bernice
Stockton CA 35210

May 17, 1988

Lodi City Council
Call Box 3006
Lodi CA 95241

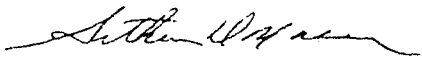
Dear Sirs:

I ~~hnve~~ been a resident of this area for the past twenty-two years, and for ~~the~~ past fourteen have been an independent ayent for Kar Products.

During this time I have become acquainted with California Waste Company, and find them to be a company concerned with the needs of our community, and to have invested both time and money in support of other local businesses and interests. During the past year they spent \$ 6,938 with me to provide necessary supplies for their firm.

Certainly support from the community should be focused in many directions, including the scpport of community leaders, and continued support of this firm would ~~be~~ an indication of your desire to ~~use~~ local businesses to meet the needs of local citizens.

Sincerely,



Arthur D. Musser



Redwood
Oil Company

1500 SOUTH RIVER ROAD • WEST SACRAMENTO, CA 95691 • (916) 371-2500

May 16, 1928

To: Lodi City Council

From: Nor Cal Filter Co.

Re: California Waste Removal Systems

Nor Cal Filter Company has been a supplier to California Waste Removal Systems for the past six years and has enjoyed the opportunity to provide goods and services in the Lodi area.

Our company has always supported the concept of local business and has multiple locations serving various local markets in the Northern California area.

It has been brought to our attention that the Council may entertain the possibility of contracting to an outside national firm for waste removal in the Lodi area.

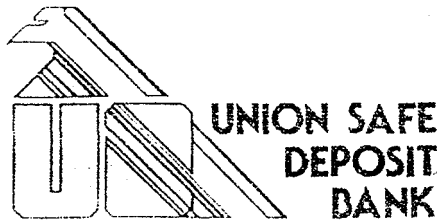
May we join with others in expressing our support of the concept of maintaining local business and thus keeping the dollars and employment in the hands of a company which has the interest of the community as well as its own interests in mind when it makes decisions relative to the operation of its local unit.

As has been demonstrated in recent years, the life blood of our economy is the existence of small business which feeds the vitality of our national productivity and offers local control regarding the future of employment and dicates decisions based on community needs as well **as** corporate concerns.

We therefore, respectively, recommend to the council the extension of the current contract with California Waste System in deference to contracting with an outside firm which could result in loss of jobs, non-local purchasing and "out of town" decisions without regard to local needs.

Sincerely,

Richard C. DeGruccio
Manager
Nor Cal Filter Co.



C. J. Crane
President

May 16, 1988

Lodi City Council
Call Box 3006
Lodi, CA 95241

Gentlemen:

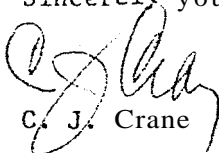
Our valued customer California Waste Removal Systems and Lodi Sanitary City Disposal Company have indicated that their contract to serve the citizens of the City of Lodi expires in June 1989, and is up for reconsideration by your council.

We have been favored with loan and deposit relationships with the firm since 1984, and all of our dealings with this locally owned and operated service have been most satisfactory.

We are aware of the long service they have provided to Lodi and San Joaquin County, the benefits they provide to the local economy and the quality of service provided.

We sincerely recommend that favorable consideration be granted them in your deliberations as an acknowledgement of the past and future services of the firms.

Sincerely yours,



C. J. Crane

CJC:rew

cc: Mr. David Vaccarezza
P.O. Box 319
Lodi, California 95241-0319

SNAP'n SEE

ONE HOUR PHOTO

May 17, 1988

The Lodi City Council
Call Box 3006
Lodi, California 95241

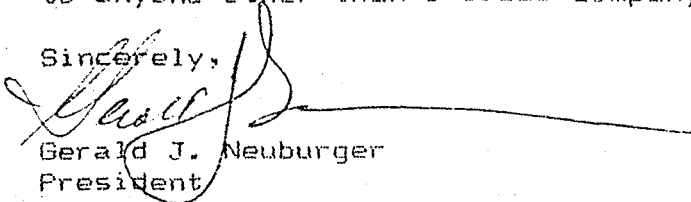
Dear Council Members:

It has been brought to my attention that the City of Lodi may consider allowing bids for waste pickup in the city by companies outside our local area. I believe this to be a major error on the part of the council for the following reason.

1. Outside companies bidding for service for this area would be bidding with only a profit factor as a motive, they would return nothing to the community whether it be participation in this community's affairs or planning for the future of Lodi's waste problems.
2. It would impact a local company that has been doing an excellent job for the city for close to sixty years. This company employs locally, shops locally, and lives in the area they service.
3. It has the potential to cost the economy of Lodi large sums of money. Cal Waaste has spent over \$1,200 dollars alone with our business. We could not be assured that an out of the area bidder would do the same. This local spending by Cal Waste also insures that our locally employed personnel also have a job.
4. The management of Cal Waste has demonstrated their commitment to the needs of the city of Lodi both by working actively with the city and active participation in community affairs through the Chamber of Commerce and other local community oriented organizations. I am sure that an outside company would not do the same. If you have any doubts, consider how active the management of Mervyn's, Lucky's, Safeway, McDonalds, Raley's, etc. are in this city. All these companies have demonstrated is an expert ability to take both profits and operating capital away from the local area.

In conclusion, I do not wish nor do I believe it is in the city's best interest to consider opening Lodi's waste service to anyone other than a local company.

Sincerely,


Gerald J. Neuburger
President

Lodi Battery
1112 South Sacramento Street
Lodi, California 95240
(209) 334-9145

Lodi City Council:

We'd been supplying
batteries to California Waste
since we started the
business five years ago.
In the past year they
spent \$4,537.48 for batteries.
To have a large corpora-
tion take over would mean
a tremendous loss in
employment and monies
spent with local suppliers.

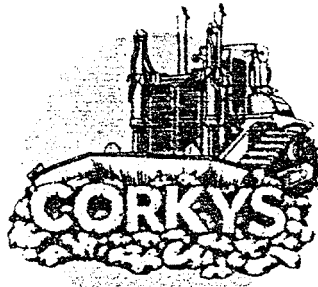
I strongly feel that
California Waste should
get the contract.

Red Barbee
owner

[illegible]

Took City Council
P.O. Box 3004
Lodi, CA 95241

Lodi Battery
1112 South Sacramento Street
Lodi, California 95240
(209) 334-9145



May 16, 1988

Lodi City Council
Call Box 3006
Lodi, Ca. 35241

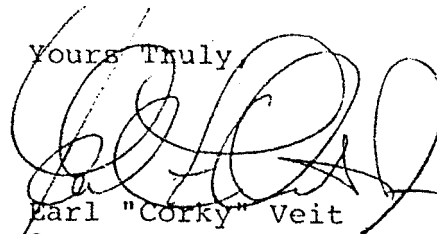
To Whom It May Concern,

I am the owner of Corky's Tractor World in Stockton, California. I have been doing business with California Waste for 5 years. We have established a good business relationship over the past few years. I have appreciated their business and loyalty to me. In this last year of 87' they have spent with me in excess of \$20,000.00. If a large national corporation would take over I am sure I would loose out on sales as the larger corporations do not bother with the smaller business man. I have had experience in sales for the last 26 years, owning my own business for the last 3 years.

I would also like to mention my wife and I are both third generation Lodi area residents.

In my opinion I would like to see local people taking care of local peoples needs. My opinion is to keep California Waste in Lodi, to keep our local people employed and our local businesses supported.

Yours Truly,



Earl "Corky" Veit
Owner

**Corky's Tractor World 1045 W. Charter Way Stockton, Ca. 95206
(209)465-5677**

SHAW-BARTON

SELECTIVE ADVERTISING
SALES - PROMOTION
CUSTOMER RELATIONS



GENERAL OFFICES AND PLANT • COSHOCTON, OHIO 43812 U.S.A. • AREA CODE 614 • 622-4422

Lodi Division Linda Brue, 1673 Timberlake, Lodi

Dear City Council,

My company has been doing business with California Waste Removal for the last two years and has spent over \$2600 with Shaw Barton + me as a local sales person.

I am concerned that California Waste be awarded the continuing contract to do refuse collection in Lodi. Their business has meant a lot to me and the economic impact on other Lodi businesses has been significant.

Please do what is right for Lodi and assign the refuse collection contract to California Waste Removal.

Respectfully,

Linda Brue



BUSINESS ESTABLISHED IN 1886 IN COSHOCTON, OHIO. BIRTHPLACE OF THE SPECIALTY ADVERTISING INDUSTRY



Sacramento
1947 Fifth Road, Suite A & B
Sacramento, California 95831
(916) 427-8993

16 May 1988

Lodi City Council
Call Box 3006
Lodi, CA 95241

Dear Councilmembers,

During **the** last few days it has come to our attention that you are considering using a large out of state firm to **do** your refuse collection in the future. We urge you to reconsider.

INACOMP **has** been providing California Waste with personal computers **for** over one year. We are a south Sacramento minority owned small business. Approximately ten percent **of** our business **is** done from Elk Grove to Modesto **and** we have many accounts in the Lodi area. Cal Waste is one of these accounts and **we** value their repeat business.

The importation of an outside business into Lodi **would** not **help** us. They **would** probably bring in equipment from their home office. The potential loss of this business **could** exceed \$10,000.00 annually.

In addition **a** small business often **docs** a beter job **than** a large one since each customer is handled specially. Therefore service **is** often better for **all** parties concerned.

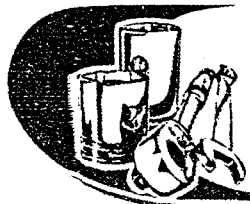
Again **we** urge you to reconsider. Keep local businesses buying from **local** businesses.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Arosteguy".

Steve Arosteguy
Vice President

cc: David Vaccarezza- Cal Waste



Snap-on Tools

Bill Waters
Authorized Dealer

19637 Meadowview Drive
Lodi, CA 95240
209-333-1791

May 17, 1988

RE: RENEWAL AND EXTENSION OF
CALIFORNIA WASTE REFUSE
COLLECTION CONTRACT

Lodi City Council
Call Box 3006
Lodi, California 95241

Lodi City Council:

I am a local business owner in the city of Lodi. I've been doing business with California Waste since 1985. A local business supports the area by providing local employment, using local vendors and facilities. This is vital to our community. It's been my experience big corporations buy in volume from large corporations and bank out of the area.

As a customer having moved to Lodi from the San Francisco Peninsula and using the corporate facility there, I find California Waste's service, equipment and rates to be excellent. A large corporation does not **provide** the same service, to them, you are not a valued customer.

In short, I see no advantage to award this contract to an unknown corporation. Quite frankly "if it ain't broke don't fix it"!

Sincerely,



Bill Waters



PETER M. BREGMAN, MSFS, CLU
Chartered Financial Consultant

BREGMAN Financial and Insurance Services

18725 E BRANDT ROAD
LODI, CALIFORNIA 95240



Phones:
(209) 727-3275
(209) 465-9339

May 19, 1988

Lodi City Council
Call Box 3006
Lodi, California 95241

Dear Council Members:

It has come to my attention that the council may be considering bringing in outside refuse management firms to bid the refuse collection contract for the City of Lodi. It is surprising to me that there can be any justification for such an action.

I would like to first emphasize the quality of service I have had as a customer over the last ten years. Garbage pickup is on time, done in a considerate and orderly manner and, for the cost in relation to the service, is the most reasonable city service.

Cal Waste has also brought to this community a great deal of business over the last fifteen years. It is essential for the strength of the community to keep money made locally here as Cal Waste has done over the years.

Lastly, after observing the troubles that both our County and neighboring City of Stockton have experienced with outside refuse firms. I am greatly concerned that we may be heading for the same situation rather than learning from their mistakes.

I strongly urge you to renew the contract with Cal Waste and strive to retain the high standard of service at an equitable cost.

I will be looking forward to hearing of the outcome of the council's decision.

sine-

Peter M. Bregman

PMB:ek

Olympic Muffler Service
707-S CHEROKEE LANE
LODI, CALIF. 95240
PHONE 369-3624

RECEIVED

MAY 28 11 28 AM '68

ALICE M. REMONTE
CITY CLERK
CITY OF LODI

May 14, 1968

Lodi City Council
Call Box 3006
Lodi, CA 95141

Dear Council Members:

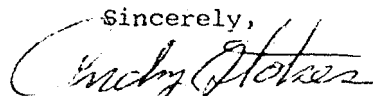
It has been brought to our attention that you are considering outside sources for waste removal.

We have been doing business with California Waste Removal for the three years we have been in business. They have well maintained dumpsters and equipment and their drivers are pleasant and helpful.

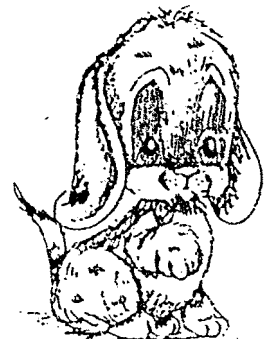
For the life of us we cannot understand your position in this matter. California Waste has been serving this community for 60 years. You can believe they have our support.

Maybe all of us business people should bank in Stockton, hire employees from Sacramento and spend our profits in a town other than Lodi.

Sound good to you???

Sincerely,

Andy Stokes

cc/ California Waste



"WE'RE NOT THE BIGGEST
BUT THE BEST"

City Manager's Office

MAY 31 1988

**PACIFIC COAST
PRODUCERS**

32 E. Tokay Street • P.O. Box 880 • Lodi, California 95240 • (209) 334-3332

May 26, 1988

Mr. Thomas Peterson
City Manager
221 West Pine Street
Lodi, CA 95241

Dear Mr. Peterson,

We have done business with California Waste since acquiring our four plants from Stokeley Van Camp in 1971. My understanding is that Stokeley Van Camp employed California Waste throughout its life in Lodi.

I have found California Waste to be exemplary in its service to business and the community. Mr. Vaccarezza has given us service at a moments notice, 24 hours a day, 7 days a week during our canning season. Our standing order is "If we have any problems at any time, call Mr. Vaccarezza at work or home." This directive is given to us by Mr. Vaccarezza.

I have personally observed Mr. Vaccarezza removing trash from the street, due to a spill of some type, on a Saturday morning at the busy intersection of Ham and Turner Road. He was on his own time, using his personal vehicle. The example above is an indication of Mr. Vaccarezza's community spirit and willingness to give outstanding service to our city.

I have gained a great education by relocating to the fine community of Lodi and dealing with local, independent business men who are not tied to giant corporations, who do not "give a damn." We have found California Waste to be most competitive in their hauling rates and extremely helpful in reducing our annual fee. Pacific Coast Producers is a local industry and we prefer to do business with local people and local companies. If I can give you more specific information about California Waste and/or our company, please contact me.

Thank you for all the consideration given our company.

Sincerely,

JIM SCARPACE

Plant Manager, Pacific Coast Producers

Valerie Schuldheisz
5780 Fox Creek Dr
Stockton CA 95210
May 25, 1988

Luci City Council
Councilman David Hinchman
221 W. Pine
Luci, CA 95240

Dear Mr. Hinchman,

I'm writing in response to the article "Hoehring
sewer use decision delayed" which appeared in the
Stockton Record.

It's my understanding that Hoehring Meat Co.,
is contaminating the groundwater wells of nearby
residents with its wastewater. I agree with the
state Water Quality Control board that Hoehring
needs to revamp its waste treatment system.

Hoehring Meat Co. has been a long time employer
and monetary contributor to the city of Luci. I
feel Hoehring should be allowed to hook up to
the city sewer system for a fee. I understand the
concern of how much the salt content will
be raised in the wastewater. Perhaps the waste-
water could be diluted down prior to being put
into the city sewer system, reducing overall salt
content.

Sincerely,

Valerie Schuldheisz

May 25, 1988

The Lodi City Council
221 W. Pine Street
Lodi, CA 95240
Attn: James Pinkerton

Dear Mr. Pinkerton,

I am currently living in Lodi which is located within two miles of the Goehring Meat Company. The Goehring Meat Company is the site of the groundwater contamination apparently caused by brine, a solution of salt and water used by Goehring to soak and clean meats.

My first question is why you; the Lodi City Council, will not allow the Goehring Meat Company to dump its waste into the city's sewer system? Secondly, why not work with the Company, considering they employ 550 people and are the second largest company in Lodi?

I think it is commendable to see new advancements in the area of agriculture but not if the company can not afford it. It is important for the Lodi City Council to work together with the Meat Company. Nobody wants to see the company to close its doors, but president Ben Goehring will not delay if his request is not met. If the company does close it will put a lot of Lodi residents out of jobs and drive them to unemployment. I wish you would consider the points I've made and take a closer look at what might happen to the community if the Meat plant closes.

Sincerely,



Shelbi Dobler
2276 Cochran Rd.
Lodi, CA. 95242

I. N. ROBINSON, Jr.

DIVERSIFIED FARMING

7000 SOUTH INLAND DRIVE • (209) 466-7915
STOCKTON, CALIFORNIA 95206

RECEIVED

MAY 31 1988

MAIL ROOM

May 31, 1988

City of Lodi
221 West Pine Street
Lodi, California 95240

Attention: City Councilman and
City Manager

Ladies and Gentlemen:

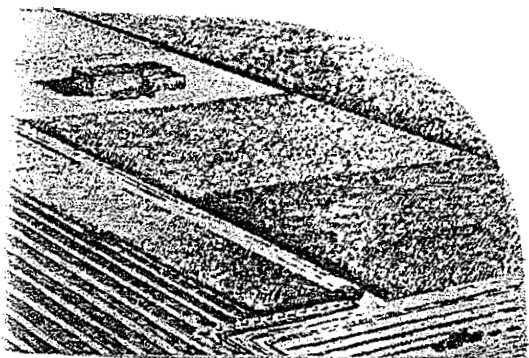
Attached to this letter is a copy of an article from your local newspaper. The owners of the Rio Blanco Ranch, located adjacent to the city of Lodi Sewage Facility, are extremely fearful of how salt contamination can harm the Rio Blanco Ranch.

If the Lodi City Council adopts a policy of allowing water, heavy in salts, to enter the headwaters of White Slough it could cause Rio Blanco great damage. The contaminated water would enter Rio Blanco's pumps that irrigate 1,000 acres of highly productive lands planted in various crops.

Rio Blanco Ranch would be forced at once to hire people to monitor the contents of Lodi disposal water. At the same time we would be forced to request the Water Quality Control Board of the State of California, San Joaquin County Water Specialists and the Los Angeles Department of Water and Power to help police the Lodi Sewage Facility.

Rio Blanco Ranch is very reluctant to get involved in any dispute with the City of Lodi. Your present employees have been very honest and fair with us and we would not want to jeopardize that relationship.

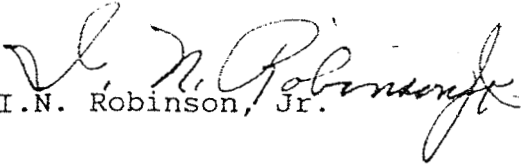
However, if the City of Lodi proceeds through improper decisions, we, at Rio Blanco Ranch will not allow our life's efforts to be destroyed.



City of Lodi
May 31, 1988
Page Two

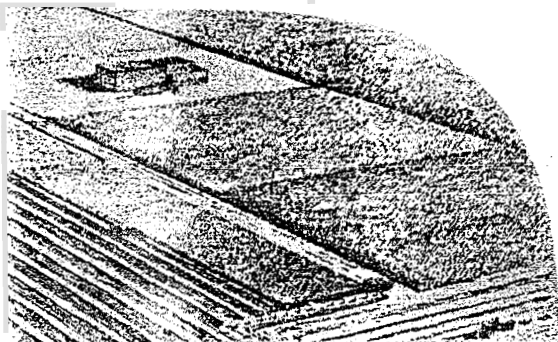
Please do not give your staff impossible problems to solve. The situation you would **create** would harm not only the Rio Blanco Ranch; it would also harm fish and wildlife as well the water in Delta that is to be used for human consumption.

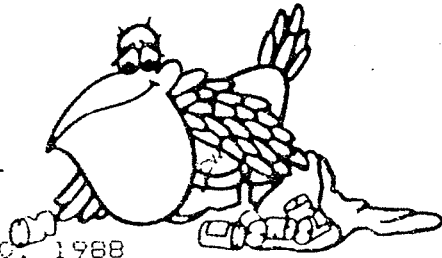
Respectfully,


I.N. Robinson, Jr.

INR: vl
enc.

cc: San Joaquin County Board of Supervisors





May 10, 1988

TO THE HONORABLE LODI CITY COUNCIL MEMBERS
CITY OF LODI
CITY HALL
LODI, CA

Re: Policy Decision on Extension of Refuse
Collection Contract

In order to bring the Council up to date and to be readily informed at the Council Meeting on May 18, 1988, enclosed please find the following:

1. A draft copy of a formalization of the previously discussed contract extension that has been discussed throughout the recent rate negotiations with the Council and the former City Attorney, Ron Stein.
2. A draft of the local ordinances that need revision in conjunction with execution of the contract extension.
3. A copy of the Ejumaly-Butler Study sheets regarding the policy items which needed action at the time the study was done and during rate negotiations.
4. A copy of the City Council Memo from the City Manager, dated November, 1987, summarizing the topics that needed discussion and action - particularly the rates and the **extensio**. of the refuse collection contract.

Please note in your review of the attached materials, that in item No. 3 above. five policy decisions were to **be** made. **Four** of those five were handled during rate negotiations. **THE ONLY REMAINING POLICY DECISION WHICH NEEDS ACTION IS THE DECISION TO EXTEND THE CONTRACT SO THAT WE CAN MOVE FORWARD.**

Also enclosed you will note is correspondence directed to **the** former City Attorney, Ron Stein, concerning discusssion that took place in early 1987 regarding **the** contract as well as the revision of local ordinances in coordination with the contract revision and extension.

And one final note, that all of the above discussions. studies and correspondence were reviewed in summary **by** the attached Item No. 4, a Council memo from the City Manager regarding the rates and the franchise extension.

Please review the attached so that you are informed and ready to **take** action on the final policy decision left; namely extension of the franchise contract previously drafted with the former City Rttorney.

Turner & Sullivan

March 30, 1987

FEDERAL EXPRESS

Ronald M. Stein
City Attorney
CITY OF LODI
City Hall, 21 West Pine Street
Call Box 3006
Lodi, California 94241-1910

Re: Sanitary City Disposal, Inc. Agreement

Dear Mr. Stein:


Enclosed are drafts of both a refuse services agreement between Sanitary City Disposal, Inc. and the City of Lodi, and a companion ordinance. You will note that the rate provision and rate adjustment formula have yet to be resolved.

When the City passes its resolution to enter into this exclusive agreement, the resolution must contain the appropriate language required by Government Code section 66757, that is, that "the public health, safety and well-being" require the letting of an exclusive contract.

We shall look forward to hearing from you once you have had an opportunity to review these documents.

Very truly yours,

TURNER & SULLIVAN
A Professional Corporation


PEGGY A. CHRISTIANSEN

PAC:kht

cc: Dave Vaccarezza

DRAFT

LODI CITY CODE

ORDINANCE NO. _____

REFUSE

1. Definitions. For purposes of this chapter, unless otherwise apparent from the context, the following definitions apply:

A. Refuse. Any and all discarded items and substances of every kind, including hazardous or infectious wastes and salvageable or recyclable materials, and garden wastes, but not including sewage, septic tank contents, sand trap contents, or grease trap contents.

B. Residential Customers. All residences within the City limits, including single family and multi-family dwellings.

C. Commercial Customers. All commercial and industrial enterprises within the City limits.

D. Industrial Customers. Those commercial enterprises within the City limits whose refuse collection needs require a debris box with a capacity of at least 15 cubic yards.

E. Person. Any individual, firm, partnership, corporation, association, political subdivision, or combination of them,

F. Contractor. Any person who enters into a lawful contract with the City for the collection and

transportation of refuse within the City limits.

2. **Required Services Through Contractor.** Every person owning or occupying residential or commercial premises within the City limits who generates or accumulates refuse on their premises shall utilize the refuse collection and transportation services of Contractor for which the City has contracted, and shall pay the fees for those services set by the City. Each owner or occupier of residential or commercial property shall directly arrange with the Contractor for the provision of services. City may cause to be removed, at the expense of the owner or occupier of the premises, any refuse not collected due to the failure or refusal of the owner or occupier of the premises to arrange or pay for the Contractor's services.

3. **Refuse Disposal Site Restricted.** It shall be unlawful for any person to bur? or bury, or place or deposit any refuse upon the ground or in any building, or into any water, excavation or public place, except at disposal sites designated by the City.

4. **Contract for Refuse Collection and Transportation,** City has the exclusive right and duty to collect and transport refuse within the City limits under such terms and conditions as it deems necessary for the public health, safety and well being, and it may contract with a Contractor for the provision of those services.

5. **All Requests for Services to be Met.** A Contractor shall provide refuse collection and transportation services to

all residential and commercial customers within the area specified in its contract, A Contractor shall not be required to **service** oversized, overweight, or unsafe containers, A Contractor shall not be required to continue to provide services if the customer has failed to pay for the services for a **period of 10 days.**

6. Refuse Collection and Transportation Restricted.

Except **as** provided in paragraph 7 **below**, at any time when **there** is a contract in force between City and any Contractor, it shall **be** unlawful for any person other than the Contractor to collect or transport refuse within the City limits.

7. Exception for Commercial Customers, Notwithstanding any other provision of this chapter, a commercial customer may apply to the City **for** a permit to transport and dispose of refuse accumulated or generated by it on its own premises, utilizing its own vehicles and equipment. Any such permit shall require that all vehicles used to **transport** refuse shall **be** constructed, maintained and operated **so** that liquids or refuse will not blow, **fall**, sift or leak into the street, and **shall be** maintained to prevent unnecessary noise. The **permittee** shall pick **up** any refuse dropped or deposited in the process of transporting it to the disposal site. Nothing in this paragraph shall **be** construed to **mean** a commercial customer **may** undertake **refuse** collection, transportation or disposal services for any other person under any circumstances,

8. Limitation on Transfer of Contract. No contract entered into pursuant to the provisions of this ordinance shall be assigned without the prior consent of the City, which shall not unreasonably withhold its consent.

9. Required **Refuse** Containers. All residential and commercial customers shall furnish, at their own expense, sufficient containers for the refuse generated on each customer's premises. Containers shall be constructed of metal, hard rubber or plastic, and shall have handles and tightly fitting covers. Containers shall be designed so that contents can **pass** only through the opening on top. Manually loaded containers for residential service shall have a capacity of no less than 20 nor more than **30** gallons, and their weight when filled shall not exceed **50** pounds. In the event Contractor converts to an automated collection system during the period of its contract with City, Contractor shall furnish at its own expense mechanically loaded **refuse** containers that may **have a capacity** greater than 30 gallons and that weigh, when filled, in excess of **50 pounds**. Contractor shall not limit the number of containers any customer may **use**, except to ensure that all containers **comply** with this ordinance and the Contractor's contract with the City regarding weight, capacity and type, and provided the customer pays for the additional service.

10. Alternate Containers. At the customers' request, where suitable storage area and access are available, Contractor may provide one or more mechanically loaded metal. or **plastic**

...
refuse containers suitable for the quantity of refuse generated by the customer during the customer's scheduled collection interval.

11. Placement Of Containers for Collection (Residential). Residential customers shall place refuse containers ~~at~~ their premises at curbside or in a location readily accessible to Contractor, free from obstacles. Any gate ~~to~~ the container storage area must be maintained in good working condition, and shall be left unlocked ~~on~~ the regularly scheduled collection day. Any ~~a~~imals shall **be** restrained. **Ashes** must be cold and **bagged**, and animal droppings must be **bagged**. Containers must be placed at curbside on wet or rainy **days**, within 10 feet of the roadway, as Contractor will not **enter** unpaved roadways in wet weather. Any of these conditions shall constitute cause for Contractor's justified refusal to perform refuse services.

12. Placement of Containers for Collection (Commercial). Commercial customers shall place refuse in a location on their premises that is readily accessible to Contractor's collection vehicles, **and** that **has** received Contractor's **prior approval as** conforming to its specifications and requirements for **refuse** container facilities. Contractor shall make such specifications **and** requirements available **upon request** by **a** customer. Failure to place containers in an approved location shall constitute cause for Contractor's justified refusal to perform refuse services.

13. Container Maintenance, It shall be the responsibility of residential customers to maintain manually loaded refuse containers in a safe and sanitary condition and in *good* repair, free from sharp or rough edges, jagged surfaces, or other hazards likely to cause injury. In the event Contractor converts to an automated collection system, residential customers shall be responsible for maintaining mechanically loaded refuse containers in a clean and sanitary condition, and Contractor shall be responsible for keeping them in *good* repair. It **shall** be the responsibility for commercial customers to maintain refuse containers in a clean **and** sanitary condition, and Contractor shall be responsible for keeping them in good repair. All refuse containers shall **be** kept tightly covered,

14. Hazardous Materials. No person shall deposit in any container used for refuse any explosive or highly flammable, radioactive, toxic, or other hazardous material or substance without having first made special arrangements for its disposal with the Contractor. No person shall deposit any such hazardous material in a disposal **site** or transfer station site without having first made special arrangements for its disposal with City.

15. Rates, The City reserves the right to establish, by resolution of its City Council, a schedule of maximum rates to be charged for the collection and transportation of refuse within the City limits. The schedule, when adopted, shall become **a** part of this ordinance.

16. Billing and Collection of Fees. City shall be the collector of all fees or charges for regularly scheduled refuse collection and transportation services. After each billing period, the fee for refuse services shall be added to each customers' water or electricity billing, or billed separately in the absence of a water or electricity billing. If the bill is not timely paid in accordance with this chapter, refuse service shall be discontinued. Penalties and rules pertaining to payment of water and electric bills and to discontinuance and renewal of water and electric service shall apply to refuse service. Contractor shall be solely responsible for billing for services to and collecting fees from customers for whom it performs services on other than a regularly scheduled basis. The record owner of real property where services are performed shall be liable for payment of fees for service.

17. Recordation of Lien for Delinquent Charges. City reserves the right to record a lien for delinquent fees for refuse services on the real property to which regularly scheduled refuse services were rendered, and for which City billed. Contractor reserves the right to record a lien for delinquent fees for refuse services on the real property to which refuse services were rendered on other than a regularly scheduled basis, and for which Contractor billed. Recorded liens shall carry an additional administrative charge of 10% of the amount owed.

DRAFT

AGREEMENT

This Agreement dated _____, 1987, (the "Agreement") is entered into by the City of Lodi, a Municipal Corporation (the "City"), and Lodi Sanitary Disposal Co., Inc., a California Corporation (the "Corporation").

RECITALS

A. To protect the public health, safety and well being of the citizens and residents of the City, it is necessary to provide for the orderly collection and transportation of refuse within the City limits.

B. Contractor desires to contract with the City to provide the necessary services.

C. By Lodi City Council Resolution No. ____ adopted on _____, 1987, the City **was** authorized to execute this Agreement.

AGREEMENT

In consideration of the foregoing, and of the promises and mutual covenants contained in **this** Agreement, the parties, intending to **be** legally bound, agree **as** follows:

1. Definitions. For purposes of this Agreement, **unless** otherwise apparent from the context, the following definitions apply:

a. Refuse. Any and all discarded items and substances of every kind, including hazardous or infectious wastes, salvageable or recyclable materials, and garden wastes, but not

including sewage, septic tank contents, sand trap contents, or grease trap contents.

b. Residential Customers. All residences within **the** City limits, including single family **and** multi-family dwellings.

c. Commercial. Customers. All commercial and industrial enterprises-within the City limits.

d. Industrial Customers. Those commercial enterprises within the City limits whose refuse collection needs require a debris **box** with a capacity of at least 15 cubic yards.

2. Scope of Agreement. Contractor shall furnish all materials and equipment required for the orderly collection of refuse on a regularly scheduled basis to all residential and commercial customers, and on an agreed upon basis to all industrial customers within the City limits, and to transport the refuse to a disposal site provided or designated by City. Contractor's services shall be subject to the terms of this Agreement, the **Lodi** Municipal Code, and all other county, state and federal **laws** pertaining to the collection and transportation of refuse to which Contractor is subject. Contractor shall perform the services **provided** for in **this** Agreement only for the compensation provided in **this** Agreement, **and** not otherwise.

3. Exclusive Nature of Agreement. Contractor **shall** have, subject to the limitations contained in this Agreement, the exclusive right and duty to collect and transport all refuse in the City limits. Contractor shall have **the full and exclusive right** to all **recyclable** or salvageable materials collected in connection

with the refuse, and shall have the exclusive right to any funds realized from the sale of recycled or salvaged materials. The exclusive rights granted to Contractor by this Agreement shall not interfere with or in any way restrict City's right to collect, transport and dispose of septic tank, sand trap and grease trap contents.

4. ~~Tern~~. The term of this Agreement shall be for a period of 10 years from the effective date of this Agreement. On the one year anniversary of the effective date of this Agreement, and on each successive yearly anniversary date, unless specifically denied by City in accordance with this paragraph, Contractor shall be granted an automatic one-year extension of the term of this Agreement so that the term shall remain at 10 years. In the event City chooses to deny the extension in any year, it must notify Contractor of its decision in writing, no later than 60 days prior to the next anniversary date, citing the reasons for the denial. Contractor shall have the right to be heard at the next regularly scheduled meeting of the City Council to show why the extension should not be denied. The denial of any one-year extension shall not be deemed a denial of subsequent extensions.

In the event Contractor chooses not to accept any one-year extension, it must notify City of its decision in writing, no later than 60 days prior to the next anniversary date. By declining to accept any one-year extension, Contractor shall not be deemed to have declined to accept subsequent extensions.

5. Required Permits-. Contractor and **any** sub-contractors it **employs shall** obtain, **at** their own expense, any legally **required** permits or licenses for the lawful **performance** of this Agreement.

6. Level of Services, Contractor shall maintain **sufficient personnel, materials and equipment to maintain the following collection schedules:**

a. Residential Customers. Refuse shall **be** collected no less frequently than **once each calendar week**, with collections from **a** given residential customer scheduled to occur **OR** the **same day** each week.

b. Commercial Customers. Refuse shall be collected no less frequently than once each calendar **week**, up to a **maximum of six times each week**, **as may** be mutually **agreed** by Contractor and **a given** commercial customer, **with** collections scheduled to occur on the **same day or days** each week.

c. Industrial Customers. Refuse shall be collected from industrial customers **as may** be mutually **agreed** by Contractor and **a given industrial** customer. Calls for collection between the hours of **5:00 p.m. and 7:00 a.m.** shall be subject to a premium rate of twice the **regular rate on** industrial collections.

7. Holiday Collection. When a **schedulsd** collection day falls on a holiday (**New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day**), Contractor may, at its option **and** upon notice to **its** customers, collect either **on** the holiday or on **the day** immediately prior to or subsequent to the holiday.

8. Spring Clean-Up. In addition to regularly scheduled residential collections, far one week each year Contractor shall, at no additional **cost** to residential customers, conduct a **Spring Clean-up**. During the Spring Clean-up residential customers may **place** refuse in an amount equivalent to *six* 30-gallon trash cans **at** curbside by 5:00 a.m. on their regularly scheduled collection day. Each 30-gallon equivalent of refuse shall be **bagged**, bundled or containerized, and weigh no more than 50 **pounds**.

9. Hours of Collection. Except for holidays and emergency situations, all residential collections shall be made between the hours of 5:00 a.m. **and** 6:00 p.m. on Mondays through Fridays, and all commercial collections (except industrial collections) shall be made between the hours of 5:00 a.m. and 6:00 p.m. on Mondays through Saturdays. Collections **may be made on** holidays and in emergency situations at other than the designated days **and** times.

10. Handling of Containers. Contractor shall leave **refuse** containers in an upright position in the location at which they were found prior to collection. Contractor shall be **liable** for damage to refuse containers or private property occurring **as** the result of its own negligence, but not otherwise.

11. Residential Routes; Notices. Thirty **days** prior to **the** commencement of service **under** this Agreement, Contractor **shall** provide City with **a** detailed **map** of **residential** collection **routes** **and a** residential collection schedule. In the event Contractor **changes its** residential collection schedule, Contractor shall

notify all effected residential customers Seven days **in** advance by prepaid United **States mail** or by direct distribution of notice to the premises.

12. Justifiable Cause for Refusal of Service. Contractor shall be justified in refusing service to any customer who fails to comply with all provisions of this Agreement and the Lodi Municipal Code for the handling of refuse.

13. Violation Notices. If Contractor, for justifiable cause, **does** not collect refuse from a customer, Contractor shall give the customer notice of the reasons for refusing to collect, citing the appropriate sections of this **Agreement** or the Lodi Municipal Code establishing grounds for Contractor's **refusal**. The notice shall be given by means of a tag no smaller than 3" x 7" **securely fastened** to the container or article not collected, Contractor shall maintain a record of all **notices** given pursuant to this section.

14. Uniformed Collectors. All persons employed by Contractor to collect refuse shall be required to **wear clean** uniforms when on duty, including coveralls or trousers, **shirts and jackets**. Shirts and jackets shall **bear a** distinctive logo identifying **the** wearer as an employee of Contractor.

15. Vehicles and Equipment. All **vehicles and equipment** used by Contractor to perform the **services** required under **this** Agreement shall be **wholly** owned or, leased **by** Contractor. All vehicles and equipment used in performing **this** Agreement shall **bear** a clearly readable sign containing contractor's **name** and office

telephone number. **At least 10 days** prior to commencement of **services** under this Agreement, Contractor shall provide City with a list of **all** refuse collection vehicles including the make, year, **and** license number. All vehicles **and** equipment shall conform to the requirements of all applicable county, -state and federal laws **and** City ordinances, and **all** limitations in any licenses or permits **under** which Contractor operates. Should City at **any** time notify Contractor that **any** vehicle or **piece** of equipment is not in compliance with those standards, Contractor will remove the particular vehicle or equipment from service until it has been inspected **and** approved for service by City. In no event shall such a removal of vehicles or equipment from service relieve Contractor of its obligations to perform the services required under this **Agreement.**

16. Vehicles and Equipment Maintenance. Each **vehicle and** piece of equipment shall be maintained in a clean and sanitary condition, uniformly painted. All refuse collection vehicles shall be constructed, maintained and operated so that liquids or **refuse** will not blow, fall, sift or leak into the street. Contractor shall **pick** up any refuse dropped or deposited in the **process** of collecting or transporting it to **the** disposal site. Each vehicle shall undergo **an** annual mechanical inspection by the San Joaquin County Local Health District, and inspection certificates shall be maintained on file at Contractor's office. Equipment shall be maintained to prevent unnecessary noise.

17. Vehicle and Equipment Storage. When not in use, all vehicles and equipment shall be stored indoors or in a fenced yard in compliance with all laws relating to the parking or storage of vehicles. No vehicle shall be parked with a full or partial load of refuse for more than 72 hours.

18. Disposal Site. Except for materials retzined for recycling, Contractor shall transport collected refuse to the Harney Lane landfill for disposal, or to such other disposal site as City may from time to time designate. City shall allow Contractor to enter the disposal site by 6:00 a.m. each day of its operation.

19. Subcontracts. Contractor shall be responsible for the performance of all persons who may be engaged in performing the services provided by this Agreement, including subcontractors and thcir employees. City shall deal directly with Contractor concerning the performance of this Agreement, including the work of subcontractors. In the event City is dissatisfied with work performed by a subcontractor, City shall notify Contractor, who shall take appropriate action.

20. Time of the Essence. The parties acknowledge that the timely performance of this Agreement vitally affects the health and welfare of the public, and that time is therefore of the essence of this Agreement.

21. Breach by Contractor. In the event Contractor should default in the performance of any material provisions of this Agreement, and the default is not cured within 30 days after

receipt of written notice of default from City, then City **may**, at its option, hold a hearing at its next City Council meeting to determine whether this Agreement should be terminated. In the event City **decides** to terminate this Agreement, City shall serve 10 days' written notice of its intention to terminate upon Contractor, In the event City exercises its right to terminate this Agreement, City may, at its option, either directly undertake performance of the services or arrange with other persons to perform the services with or without a written agreement. In either event, Contractor shall be liable to City for any **expense** City incurs in performing the services in **excess** of the amount that would be payable to Contractor **had** it performed the services under this Agreement,

In the event City exercises its option under this paragraph to terminate this Agreement, City **shall** pay to Contractor the amount due Contractor under the terms of this Agreement for services performed as of the date of termination. City **may**, in that event, take possession of Contractor's equipment necessary to perform the services required under this Agreement, **and** retain it until City can purchase or otherwise acquire equipment suitable for that purpose, but in no event longer than 120 **days**. City **shall** compensate Contractor **for** the reasonable rental value of **its** equipment during the period City retains possession of it.

22. Contractor's Inability to Perform Due to Act of
~~God.~~ Contractor's failure to perform under **the** terms of **this** Agreement by reason of **a** major disaster, epidemic, or other act of

God or serious emergency shall not constitute a breach of this Agreement for purposes of paragraph 21 above.

23. Contractor's Insolvency. Contractor's failure to perform under the terms of this Agreement by reason of its insolvency or bankruptcy shall constitute a material breach of this Agreement for purposes of paragraph 21 **above.**

24. Contractor's Inability to Perform Due to Labor Dispute. In the event a labor dispute interrupts Contractor's services under this Agreement for more than 72 hours, City may take temporary possession and control of Contractor's facilities and equipment to enable City to continue to perform the **refuse** collection and transportation services provided for in this Agreement. In order to protect the public health, safety and welfare, City may retain possession and control of Contractor's facilities and equipment until Contractor demonstrates to City's satisfaction its ability to resume performing services; provided, however, that in no event shall City retain possession and control of Contractor's facilities and equipment longer than 120 days, In **the event** Contractor is unable to satisfactorily demonstrate its ability to **perform** by the end of the 120-day period, **City** may terminate this Agreement **as** provided in paragraph 21 above.

During any period in which City has temporary **possession** and control of Contractor's facilities and equipment, Contractor shall not be entitled **to** compensation from City, except for the fair rental value of **its** facilities and equipment, During **any** such period, **City** may employ Contractor's employees, provided **that** the

number of employees and their rate of compensation shall not **exceed** that existing **at** the time Contractor became unable to perform because of the labor dispute.

25. Contractor's Office, Contractor shall maintain an office at a fixed location within City limits, and shall maintain telephone services there in Contractor's name. Contractor shall staff the office from the hours of 8:00 a.m. to 5:00 p.m. on each day collections are scheduled, except **holidays**, and shall staff **it with a** person to receive complaints and answer inquiries during office hours. Responses to complaints or inquiries shall be made **within 48** working hours of receipt, and shall **be** recorded in a log specifying the date **and** time received, and the nature **and** time of disposition. Field Supervisor's vehicles shall be equipped for two-way radio communication with the office.

26. Collection Rates. City shall have the right to determine the rates Contractor **may** charge to customers for refuse collection **and** transportation services, as set forth in Resolution No. ____ adopted **by** City on _____. City shall not consider **a** rate increase until **this** Agreement has been performed **for a period** of at **least** one year, **and** Contractor **has** submitted to City **its** audited financial report for the immediately preceeding three years.

27. Rate Adjustment Formula.

28. Billings. City shall, **as** part of its municipal utility billing **system**, **bill** regularly scheduled customers and collect payments from them for the refuse collection and transportation services provided by this Agreement. Contractor shall provide City with all necessary billing information within five working days after the end of each calendar month. contractor shall be responsible for billing **and** collecting from any customers whom it serves on other than **a** regularly scheduled basis.

29. Contractor Compensation. City shall remit to Contractor by the 15th of each manth, the net billing amount after deducting from **gross** billings _____% for City billing services, **and** any other unpaid charges or amounts due from Contractor under this Agreement.

30. Contractor's Financial Records and Reports. Contractor shall grant City access to its financial records relevant to the performance of **this** Agreement **upon** reasonable notice, at its office, during regular business hours. Contractor shall provide City with a copy of its annual financial statements within 120 days after the close of the first year of the term of **this** Agreement, and within 120 days of the close of each succeeding three-year period during **the** term of **this** Agreement. The financial statements shall be prepared by an independent certified or public accountant according **to** accepted accounting principles, and 'shall reflect only **Contractor's** business activities **within** City,

31. Business License. Contractor shall have and maintain

a valid City business license throughout the term of **this** Agreement.

32. Liability Insurance. Contractor indemnifies the City, its officers and employees from any liability for **losses** or damages arising out of Contractor's performance under **this** Agreement. During the term of this Agreement, Contractor shall maintain liability insurance coverage to be provided by an insurance carrier authorized to do business in California sufficient to protect Contractor, its employees, subcontractors, and other persons directly or indirectly employed by either of **them**, or any **person** for whose acts they may be liable, from claims of damage to person or property. The insurance coverage shall include comprehensive general **and** automobile liability in the following amounts:

a. Limit of liability for injury or accidental death

One person \$ _____
One Accident or Occurrence \$ _____

b. Limit of liability for property **damage**

Aggregate liability for loss \$ _____

The liability **coverage** shall **name** City **as** an additional insured and shall agree to defend **and** indemnify **City** against **losses** arising from Contractor's performance under this Agreement. Contractor **shall** require all subcontractors to furnish proof of insurance before commencing work.

Contractor shall furnish City with certificates of insurance prior to commencement of services, which shall provide

that coverage shall **not** be cancelled without 30 days advance written notice to City.

33. Worker's Compensation Insurance. In all operations connected with the performance of this Agreement, Contractor shall observe the Worker's Compensation and **Safety** Laws **of** the **State of** California, Divisions IV and V of the Labor Code, and shall use the accepted and **best** practices to insure the safety of its employees **and** the public.

During the term of this Agreement, Contractor **shall** maintain worker's compensation insurance to be provided either by self-insurance, or by an insurance carrier authorized to do business in California sufficient to cover Contractor's **full** liability for compensation to any employee who may be injured while carrying out the terms of this Agreement, or his or her dependents. Certificates of worker's compensation insurance shall be furnished to the City, containing a provision that coverage **will** not be cancelled without 30 **days'** prior written notice to City. If Contractor self-insures, it shall furnish City with a certificate of **insurance** for the excess worker's compensation carrier indicating the level of self-insurance retention and excess limits. Contractor shall **also** provide City with the date of issuance, and the State **number** of its Certificate of Consent to Self-Insure issued **by** the State of California.

34. Nondiscrimination. Neither **the** Contractor nor any subcontractor, or any person acting in their **behalf**, shall

discriminate against any person because of race, sex, age, color, religion or national origin.

35. Assignment of Agreement. This Agreement shall not be assigned by Contractor without the prior written consent of City. City agrees to not unreasonably withhold its consent in the event Contractor seeks to assign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY:

THE CITY OF LODI, A Municipal Corporation

By _____

CONTRACTOR:

LODI SANITARY DISPOSAL CO., INC.,
a California Corporation

By _____

Sections:

13.16.010 Definitions.

13.16.020 Frequency of collection.

_____ Contract for refuse collection and transportation.

_____ All requests for services to be met.

_____ Refuse collection and transportation restricted.

_____ Exception for commercial customers.

_____ Limitation on transfer of contract.

_____ Placement of containers for collection (Residential).

_____ Placement of containers for collection (Commercial).

_____ Container maintenance.

_____ Hazardous materials.

13.16.030 Monthly rates.

13.16.040 Billing and payment.

13.16.050 Contract for collection. (Now **see** Contract for
refuse collection and transportation.)

13.16.060 Insurance of contractor. (City's revised requirements
added).

13.16.070 Removal by owner -- Permit.

13.16.080 Receptacles.

13.16.090 Burning or burial.

13.16.100 Unlawful deposit.

add
att: 1/10

THE REPRODUCTION OF THIS
DOCUMENT CANNOT BE
IMPROVED DUE TO THE
CONDITION OF THE ORIGINAL

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL
REPEALING LODI MUNICIPAL CODE CHAPTER 13.16 - SOLID WASTE,
AND REENACTING A NEW ORDINANCE RELATING TO SOLID WASTE

BE IT ORDAINED BY THE LODI CITY COUNCIL.

SECTION 1. Lodi Municipal Code Chapter 13.16 - Solid Waste is hereby repealed and a new ordinance relating to solid waste is hereby reenacted, as follows:

POLICY QUESTION 1: DO WE WANT TO INCLUDE INDUSTRIAL WASTE UNDER THE FRANCHISE?

Section 13.16.010 Definitions. For purposes of this chapter, unless otherwise apparent from the context, the following definitions apply:

LMC: A/ 7011Y SANITARY FILLY MEANS THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP THREE NORTH, RANGE EIGHT EAST, EXCEPTING THE WEST SIXTY ACRES BEING THAT AREA OF APPROXIMATELY ONE HUNDRED ACRES OWNED BY THE CITY AND COMMONLY KNOWN AS THE YARNER KANE SANITARY FILLY. (SEE DEFINITION "DISPOSAL SITE".)

B. "Custodian" means the person appointed by the city manager to supervise and control all operations in the waste disposal grounds, his deputies and any city employee working under the direction of the custodian.

LMC 121 REFUSE or SOLID WASTE MEANS KITCHEN REFUSE AND OFFAL, SWILL, EVERY ACCUMULATION OF ANIMAL, VEGETABLE AND OTHER MATTER THAT ATTENDS THE PREPARATION, CONSERVATION OR DEALING IN MEATS, FISH, FOWL, FRUITS OR VEGETABLES AND ALL OTHER WASTE MATTER AND RUBBISH SUCH AS, BUT NOT LIMITED TO, LEAVES, CANES, GLASS, ASHES, DISCARDED BOXES, PAPERS, THE CUTTING FROM TREES, LAWNS AND GARDENS, ORDINARILY COLLECTING ON ANY EXCEPTED PREMISES, EXCEPTING AUTOMOBILE AND TRUCK BODIES, FRAMES AND TOPS, AND WASTE MATERIALS FROM BUILDING CONSTRUCTION AND REPAIR, OF FACTORY WASTES AND REFUSE FROM INDUSTRIAL PLANTS, ALL OF WHICH EXCEPTED MATERIALS MUST BE PROPERLY REMOVED BY THE OWNER OR OCCUPANT OF THE PREMISES WHERE ACCUMULATED OR BY HIS AGENT. (SEE DEFINITION OF REFUSE)

NEW: A. Refuse. Any and all discarded items and substances of every kind, including hazardous or infectious wastes (POLICY QUESTION 2: DO WE WANT TO INCLUDE HAZARDOUS OR INFECTIOUS WASTES UNDER THE FRANCHISE?) and salvageable or recyclable materials, which are not source separated, (POLICY QUESTION 3: DO WE WANT TO PERMIT RESIDENTIAL CUSTOMERS TO HAVE THE OPPORTUNITY TO RECYCLE ITEMS WHICH ARE SOURCE SEPARATED?), (POLICY QUESTION 4: DO WE WANT COMMERCIAL AND INDUSTRIAL CUSTOMERS TO HAVE THE OPPORTUNITY TO RECYCLE ITEMS WHICH ARE SOURCE SEPARATED?) (POLICY QUESTION 5: IF THE ANSWER TO 3 AND 4 ABOVE IS YES, THEN THE QUESTION IS, WILL WE REQUIRE INDIVIDUALS WHO ARE IN THE BUSINESS OF PICKING UP RECYCLABLES TO BE LICENSED WITHIN THE CITY OF LODI?) and garden wastes, but not including sewage, septic tank contents, sand trap contents, or grease trap contents.

LMC: BY WASTE DISPOSAL ORDINANCE MEANS THAT PORTION OF THE
NORTHEAST QUARTER OF SECTION 19, TOWNSHIP THREE NORTH, RANGE
EIGHT EAST, M/D/B/E M/A USED FOR DISPOSAL OF WASTE MATERIALS, INCLUDING
REFUSE, BY THE CITY, RESIDENTS OF THE CITY AND BY RESIDENTS IN THE
FOURTH SUPERVISORIAL DISTRICT OF THE COUNTY. (SEE DEFINITION
"DISFOSAL SITE")

ALL OF THE FOLLOWING ARE NEW DEFINITIONS:

8. Residential Customers. All residences within the City
limits, including single-family and multi-family dwellings.

C. Commercial Customers. All commercial and industrial
enterprises within the **City** limits.

D. Industrial Customers. Those commercial enterprises within
the City limits whose refuse collection needs, require a debris box
with a capacity of at least 15 cubic yards. (POLICY QUESTION 6:
SHOULD INDUSTRIAL CUSTOYER BE DEFINED BY WHAT HE OR SHE MANUFACTURES,
OR SHOULD THEY BE DEFINED BY THE SIZE OF DEBRIS BOX WHICH THEY USE?)

E. Person. **Any** individual, **firm**, partnership, corporation,
association, political subdivision, or combination of them.

F. Contractor. Any person who enters into a lawful contract with the City for the collection and transportation of refuse within the City limits.

G. City. City of Lodi.

H. City Attorney. The City Attorney of the City of Lodi.

I. City Clerk. The City Clerk of the City of **Lodi**.

J. City Council. The City Council of the City of Lodi.

K. City Manager. The City Manager of the City of Lodi, or his designee.

L. Collection. The act of collecting solid waste at the place of waste generation by an approved collection agent, (public or **private**) and is distinguished from "removal".

not defined - what is it?

M. Collection Vehicle or Equipment. Includes any vehicle or equipment **used** in the collection of residential refuse or commercial or industrial solid wastes.

N. Contract. **The** written Agreement covering the performance of the work including, but not limited to, the Formal Agreement, and Special Provisions, Affidavits or Certification of Equal Opportunity

Employment, Certificate of Worker's Compensation Insurance, the Proposal, Contract Specifications and Performance Bond.

Already defined in F

O. Contractor. The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the work

P. Director. The Director of Public Works of the City of Lodi, acting either directly or through authorized agents.

Q. Disposal Site. Includes the place, location, tract of land, area or premises in use, intended to be used, or which has been used for the landfill disposal of solid wastes.

R. Finance Director. The Director of Finance of the City of Lodi,

S. Recycling. The process by which salvaged materials become usable products.

T. Source Separated. Means where the residential or commercial ~~customer themselves, and not a third party, does at the premises of the residence or commercial enterprise,~~ separates or salvages waste material for reuse, recycling or other recovery alternatives. Waste material which is separated by a commercial enterprise which is not the individual responsible for the residential or commercial

enterprise where the refuse or waste was generated, shall not be eligible to come under the definition of source separated.

U. Removal. The act of taking solid wastes from the place of waste generation either by an approved collection agent or by a person in control of the premises.

V. Residence Refuse. Includes all types of domestic refuse which originates in a single-family or multi family unit.

W. Resource Recovery. The reclamation or salvage of wastes for reuse, conversion to energy, recycling, composting or other recovery alternatives.

X. Subcontractor. The individual, partnership, corporation or other legal entity entering into a contract with the Contractor to perform a portion of the work.

Y. Surety. Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution and completion of the work, and for the satisfaction of all obligations incurred.

Z. Transfer Station/Resource Recovery Facility. Includes those facilities utilized to receive solid wastes, temporarily store, separate, convert, or otherwise process the materials in the solid

wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport to their final place of disposition.

LMC 13.16.020 Frequency of collection.

All ^{Refuse} ~~refuse~~ collected from any residential or commercial customer ~~private dwelling residence or from owners or tenants of business houses (commercial collection)~~, shall be collected by the city, ~~being through an independent contractor or contractors or otherwise at regular intervals of 72~~ at least once each week. NEW: Any additional service for commercial or residential refuse removal shall be by agreement between the contractor and the residential or commercial customer. ~~I and from every business place and other places not private residences at least once each week except that from restaurants grocery stores and other places with offensive refuse or such refuse may become offensive. It shall be collected at such intervals as necessary for proper sanitation.~~ (POLICY QUESTION 7. SHOULD NOT COMMERCIAL AND RESIDENTIAL CUSTOMERS BE PERMITTED TO REMOVE THEIR OWN REFUSE? SEE LMC 13.16.070 REMOVAL BY OWNER - PERMIT.)

2. Required Services Through Contractor. Except as provided hereunder, every person owning or occupying residential or commercial premises within the City limits who generates or accumulates refuse on their premises shall utilize the refuse collection and transportation services of Contractor for which the City has contracted, and shall pay the fees for those services set by the City. Each owner or occupier of

residential or commercial property shall directly arrange with the Contractor for the provision of services. City may cause to be removed, at the expense of the owner or occupier of the premises, any refuse not collected due to the failure or refusal of the owner or occupier of the premises to arrange or pay for the Contractor's services.

(POLICY STATEMENT: (1) WOULD STILL LIKE TO GIVE CITIZENS THE OPPORTUNITY TO HAVE A PERMIT TO REMOVE THEIR OWN REFUSE, SIMILAR TO 13.60.070.

(2) ARE WE GOING TO INCLUDE INDUSTRIAL CUSTOMERS UNDER THE FRANCHISE,

(3) HOW ARE WE DEFINING INDUSTRIAL CUSTOMERS?

What about

(4) GARDEN REFUSE, CONTRACTOR.

Or what about source separated - Will they have to be licensed?

LMC: 13/18/080 CONTRACT FOR COLLECTION

//////THE CITY HAS THE EXCLUSIVE RIGHT AND DUTY TO COLLECT REFUSE IN THE CITY AND THE CITY COUNCIL SHALL AT SUCH TIMES AND FOR SUCH PERIOD AS IN ITS JUDGMENT IS TO THE BEST INTERESTS OF THE CITY, CONTRACT WITH ANY PERSON FOR THE COLLECTION OF REFUSE, THEREBY CONTRACTING WITH THEM AS INDEPENDENT CONTRACTORS, FOR SUCH COLLECTION FIXING THE SUMS OF MONEY OR PERCENTAGES TO BE PAID TO THE REFUSE COLLECTOR FOR SUCH COLLECTION AND THE TERM OF SUCH CONTRACT. SUCH CONTRACT SHALL SPECIFY THAT THE REMUNERATION TO BE PAID TO SUCH INDEPENDENT CONTRACTOR SHALL BE EQUAL TO THE TOTAL AMOUNT OF THE CHARGES AND FEES COLLECTED BY THE DIRECTOR OF FINANCE UNDER SECTION 13/18/040, LESS A PERCENTAGE TO BE RETAINED BY THE CITY AS COMPENSATION FOR ITS SERVICES AS COLLECTOR OF CHARGES AND FEES, WHICH PERCENTAGE MAY BE CHANGED FROM TIME TO TIME BY

AGREEMENT WITH THE REFUSE COLLECTOR AND BY RESOLUTION OF THE CITY COUNCIL AND THE CONTRACT SHALL HAVE THEREIN A CLAUSE ALLOWING SUCH CHANGE. THE CITY MAY ALSO WITHHOLD FROM THE ABOVE COLLECTED INSURANCE PREMIUMS AS PROVIDED IN THIS CHAPTER, UNLESS THE REFUSE COLLECTOR, AT ALL TIMES, KEEPS ON FILE WITH THE CITY CLERK SATISFACTORY PROOF THAT ALL INSURANCE FEATURES OF THIS CHAPTER HAVE BEEN COMPLIED WITH BY THE REFUSE COLLECTOR. (SEE CONTRACT FOR REFUSE COLLECTION AND TRANSPORTATION.)

NEW: Contract for Refuse Collection and Transportation. City has the exclusive right and duty to collect and transport refuse within the City limits under such terms and conditions as it deems necessary for the public health, safety and well being, and it may contract with a Contractor for the provision of those services.

NEW: All Requests for Services to be Met, A Contractor shall provide refuse collection and transportation services to all residential and commercial customers within the area specified in its contract. A Contractor shall not be required to service oversized, overweight, or unsafe containers.

NEW: Refuse Collection and Transportation Restricted. Except as provided in this chapter, at any time when there is a contract in force between City and any Contractor, it shall be unlawful for any person other than the Contractor to collect or transport refuse within the City limits.

Removal by Owner

NEW: Exception for Commercial Customers. Notwithstanding any

other provision of this chapter, a commercial ^{or Residential} customer may apply to the City for a permit to transport and dispose of refuse accumulated or generated by it on its own premises or as a by-product of its business

Keep exception in
~~such as a gardener hauling lawn clippings from a customer's yard, or a contractor removing debris from a construction site, utilizing its own vehicles and equipment.~~ *for whom no permit is required*

Any such permit shall require that all vehicles used to transport refuse shall be constructed, maintained and operated so that liquids or refuse will not blow, fall, sift or leak into the street, and shall be maintained to prevent unnecessary noise.

The permittee shall pick up any refuse dropped or deposited in the process of transporting it to the disposal site. Nothing in this paragraph shall be construed to mean a commercial ^{or Residential} customer may undertake the business enterprise of refuse collection, transportation or disposal services for any other person under any circumstances.

NEW: Limitation on Transfer of Contract. No contract entered into pursuant to the provisions of this ordinance shall be assigned without the prior consent of the City.

✱

Out
NEW REQUIRED REFUSE CONTAINERS (POLICE STATEMENTS MIGHT CONSIDER REQUIRING ANY DWELLING ABOVE SINGLE FAMILY DWELLINGS TO HAVE A COMMON REFUSE AREA AS WELL AS COMMON REFUSE CONTAINERS ////////// YARDS CAPACITY FOR EACH UNIT. WHY ARE WE RESTRICTING THE SIZE OF THE CONTAINERS?)

////////// ALL RESIDENTIAL AND COMMERCIAL CUSTOMERS SHALL FURNISH, AT THEIR OWN EXPENSE, SUFFICIENT CONTAINERS FOR THE REFUSE GENERATED ON EACH

66
CUSTOMER'S PREMISES. CONTAINERS SHALL BE CONSTRUCTED OF METAL, HARD RUBBER OR PLASTIC AND SHALL HAVE HANDLES AND TIGHTLY FITTING COVERS. CONTAINERS SHALL BE DESIGNED SO THAT CONTENTS CAN PASS ONLY THROUGH THE OPENING ON TOP. MANUALLY LOADED CONTAINERS FOR RESIDENTIAL SERVICE SHALL HAVE A CAPACITY OF NO LESS THAN 20 NOR MORE THAN 30 GALLONS, AND THEIR WEIGHT WHEN FILLED SHALL NOT EXCEED 50 POUNDS. IN THE EVENT CONTRACTOR CONVERTS TO AN AUTOMATED COLLECTION SYSTEM DURING THE PERIOD OF ITS CONTRACT WITH CITY, CONTRACTOR SHALL FURNISH AT ITS OWN EXPENSE MECHANICALLY LOADED REFUSE CONTAINERS THAT MAY HAVE A CAPACITY GREATER THAN 30 GALLONS AND THAT WEIGH WHEN FILLED IN EXCESS OF 50 POUNDS. (POLICY QUESTION: IS THIS GOING TO BE BUILT INTO THE RATE, WILL THESE BE LEASED BY ANOTHER COMPANY, OR WILL THE CONTRACTOR ACTUALLY FURNISH THE CONTAINERS AT HIS OWN EXPENSE?) CONTRACTOR SHALL NOT LIMIT THE NUMBER OF CONTAINERS ANY CUSTOMER MAY USE, EXCEPT TO ENSURE THAT ALL CONTAINERS COMPLY WITH THIS ORDINANCE AND THE CONTRACTOR'S CONTRACT WITH THE CITY REGARDING WEIGHT, CAPACITY AND TYPE, AND PROVIDED THE CUSTOMER PAYS FOR THE ADDITIONAL SERVICE.

OUT
NEW///// ALTERNATE CONTAINERS (POLICY QUESTION: THE QUESTION IS WHETHER THE CUSTOMER WILL BE REQUIRED TO LEASE THIS FROM CONTRACTOR OR WILL THEY BE GIVEN TO CUSTOMERS BY CONTRACTOR.) AT THE CUSTOMER'S REQUEST, WHERE SUITABLE STORAGE AREA AND ACCESS ARE AVAILABLE, CONTRACTOR MAY PROVIDE ONE OR MORE MECHANICALLY LOADED METAL OR PLASTIC REFUSE CONTAINERS SUITABLE FOR THE QUANTITY OF REFUSE GENERATED BY THE CUSTOMER DURING THE CUSTOMER'S SCHEDULED COLLECTION INTERVAL.

NEW _____ Placement of Containers for Collection (Residential).

(POLICY QUESTION: DO WE WANT TO GO TO MANDATORY CURBSIDE PICKUP. WOULD THIS BE A GOOD TIME TO CONSIDER CURBSIDE PICK? ALSO, IF WE DO NOT GO TO CURBSIDE PICKUP, ARE YOU SUGGESTING THAT ON A RAINY DAY, PEOPLE WHO HAVE BACKYARD PICKUP WILL HAVE TO TAKE CONTAINERS TO THE CURESIOE?) Residential customers shall place refuse containers on their premises at curbside or in a location readily accessible to contractor, free from obstacles. Any gate to the container storage area must be maintained in good working condition, and shall be left unlocked on the regularly scheduled collection day. (POLICY STATEMENT: TOOK OUT ANIMALS TO BE RESTRAINED. THIS WOULD BE DIFFICULT TO RESTRAIN ANIMALS IN A BACK YARD. A BETTER ANSWER WOULD BE TO HAVE CURBSIDE PICKUP WITH A PREMIUM FOR HAVING A PICKUP IN THE BACKYARD.) Ashes must be cold and bagged, and animal droppings must be bagged. Containers must be placed at curbside on wet or rainy days, within 10 feet of the roadway, as Contractor will not enter unpaved roadways in wet weather. Any of these conditions shall constitute cause for Contractor's justified refusal to perform refuse services.

NEW Placement of containers for Collection (Commercial).

(POLICY QUESTION: DO WE WANT TO HAVE MANDATORY CURBSIDE PICKUP? THE CONCERN I HAVE HERE IS, ARE THE DUMPSTERS THAT ARE NOW BEING SUPPLIED BY THE CALIFORNIA WASTE SYSTEMS, GOING TO BE THE ONLY DUMPSTERS THAT SPECIFICATIONS CAN BE MET BY THE COMMERCIAL CUSTOMERS. WOULD IT NOT BE BETTER TO HAVE CALIFORNIA WASTE UNDER THE FRANCHISE ALSO OR GIVE THE CUSTOMER THE ABILITY TO USE A DIFFERENT KIND OF DISPOSAL CONTAINER. WHAT IF THE COMMERCIAL CUSTOMER WANTS TO USE WASTEWHEELERS OR SOME OTHER TYPE OF refuse CANS. WHY REQUIRE

SANITARY CITY TO DETERMINE WHAT TYPE OF COLLECTION BOXES THE COMMERCIAL CUSTOMERS HAS????)

Commercial customers shall place refuse in a location on their premises that is readily accessible to Contractor's collection vehicles, and that has received Contractor's prior approval as conforming to its specifications and requirements for refuse container facilities. Contractor shall make such specifications and requirements available upon request by a customer. Failure to place containers in an approved location shall constitute cause for Contractor's justified refusal to perform refuse services.

*Don't know
Aug 1973*

NEW: Container Maintenance. It shall be the responsibility of residential customers to maintain manually loaded refuse containers in a safe and sanitary condition and in good repair, free from sharp or rough edges, jagged surfaces, or other hazards likely to cause injury. In the event Contractor Converts to an automated collection system, residential customers shall be responsible for maintaining mechanically loaded refuse containers in a clean and sanitary condition, and Contractor shall be responsible for keeping them in good repair. It shall be the responsibility for commercial customers to maintain refuse containers in a clean and sanitary condition, and Contractor shall be responsible for keeping them in good repair. All refuse containers shall be kept tightly covered. (POLICY QUESTION: IF THE CUSTOMER IS RENTING THE CONTAINER FROM CALIFORNIA WASTE OR SANITARY CITY, DON'T THEY HAVE SOME RESPONSIBILITY ALSO TO MAINTAIN THE DROP BOXES?)



NEW: ADDED SECTION

////////// CONTAINER

11111121 LOHZAINE/S ALTERNATE

generated, and the collection interval. Each such container shall be clearly marked to identify ownership of the container. A fee may be charged for container rental.

1111171 Refuse Not Suitable for Container. Any residential refuse not susceptible to placement in a container as described above may be placed for collection in the same manner and at the same places as designated for containers provided that it is prepared in the following manner: it shall be securely tied in bundles not heavier than fifty (50) pounds and not more than four (4) feet in length and twenty-four (24) inches in diameter. Fees may be charged for refuse not placed in a container.

1111181 Placement of Containers. Each container shall normally repose on the premises where the solid waste is generated. Containers for residential service shall be located in back yards, side yards, curb side. Containers for commercial and industrial services shall be located in a location readily accessible by collection vehicles.

1111191 Container Maintenance. Containers shall be maintained by the user of the container in a sanitary condition. Containers owned by the collector shall be maintained in a safe condition and in good repair free from any rough edges, jagged surfaces and the like which are likely to cause injury. Fly proof covers shall be provided and maintained in place on all containers, except large capacity industrial bins in excess of 10 cubic yards.

CAN THIS
BE DONE

(POLICY STATEMENT: HEALTH AND SAFETY CODE § 5471 REQUIRES THAT THE RATES FOR REFUSE COLLECTION BE SET BY ORDINANCE, APPROVED BY VOTE OF TWO-THIRDS OF THE LEGISLATIVE BODY. COPY ATTACHED HERETO. COUNCIL WILL NEED TO SET NEW RATES)

LMC 13.16.030 Monthly rates.

The City reserves the right to establish ~~by resolution~~ ordinance of its City Council, a schedule of maximum rates to be charged for the collection and transportation of refuse within the city limits. The schedule, when adopted, shall become a part of this ordinance.

A. Monthly rates to be charged for refuse collection service shall be as follows:

1. For any private dwelling house or residence, the rate for one weekly refuse collection shall be:

(a) For the first container of thirty gallons or less and not to exceed sixty pounds, Four Dollars and Eighty Seven Cents

(b) For each additional container of thirty gallons or less and not to exceed sixty pounds, Two Dollars and Thirty Five Cents

2. Owners of flats, apartments or the tenants or lessees thereof shall pay an amount equal to Four Dollars and Eighty Seven Cents times the number of apartment units owned or occupied.

3. For owners or tenants of business houses, the monthly rates shall be:

a. Class A Commercial Collection service which exceeds the capacity of one 6 cubic yard container:

i. Sixteen yards to forty yards, three dollars and eighty-three cents per yard;

ii. Compacted loads; six dollars and forty six cents per yard;

b. Class B Commercial Collection service when required either daily or weekly and the waste can be accommodated by a one cubic yard to six cubic yard container service:

WEEKLY SERVICE

YDS.	NO. OF CONTAINERS	1	2	3	4	5	
<u>6</u>							
	1	\$43.62	\$66.50	\$ 89.34	\$114.25	\$137.53	\$160.77
1	2	56.12	91.43	126.75	165.02	200.97	236.97
	3	68.57	116.35	164.17	215.80	264.45	313.13
	1	56.12	91.43	126.75	165.02	201.03	236.97
2	2	81.05	141.30	201.56	266.56	327.93	389.28
	3	105.97	191.17	276.35	368.13	454.87	541.60

	1	68.57	116.35	164.17	215.80	204.45	313.13
3	2	105.97	191.17	276.35	368.13	454.87	541.60
	3	143.30	266.00	388.58	520.43	645.28	770.11

YDS.	NO. OF CONTAINERS	1	2	3	4	5	
<u>6</u>							
	1	95.01	165.66	236.32	312.55	384.48	456.43
4	2	150.22	282.60	411.73	550.68	682.15	813.61
	3	211.95	399.54	587.12	788.79	957.91	1170.82
	4	270.41					

	1	109.62	194.90	280.17	372.08	458.90	545.72
5	2	182.71	341.07	499.43	669.73	830.63	992.22
	3	255.80	487.24	718.70	967.40	1203.05	1438.69
	4						1885.20

	1	124.25	224.14	324.01	431.62	533.41	634.99
6	2	211.95	399.54	587.12	788.79	979.81	1170.82
	3	299.66	574.96	850.25	1146.01	1426.29	1706.61

c. Class C Commercial Collection service when required either daily or weekly and the waste can be accommodated by one to six thirty-gallon cans not exceeding sixty pounds per can:

NO. OF CONTAINERS	1	2	3	4	5	6
1	\$ 6.83	\$13.15	\$19.48	\$25.81	\$45.16	\$54.05
2	11.22	21.92	45.85	60.90	75.97	91.02

3	15.57	43.12	64.33.	85.53	106.75	127.95
4	23.39	55.01	97.15	229.32	158.72	193.64
5	43.76	86.88	130.00	173.11	216.22	259.31
6	54.73	108.78	162.85	216.90	271.42	325.01

B. All of the above rate schedules set out in this section shall be effective on all bills which are prepared on or after September 1, 1984.

LMC: 13.16.040 Billing and payment.

The director of finance is designated as the collector of all refuse fees or charges. Each month he shall bill every person producing refuse removed by the city and adding the amount of **such** refuse collection fee or charge to such person's water or electric bill or, if such person has not incurred bills for water or electricity, **by** billing them for refuse collection alone. If the refuse collection fee or charge *is* not paid within the time provided **by** this title for the **payment** of water and electric bills, the water service **and** the electric service and refuse service to such delinquent customer shall be discontinued. The same penalties **and** the same rules relating to the payment of water and electric bills and the discontinuance and renewal of service shall apply to the collection of refuse **fees** and charges, **and** those parts of ordinances of this city relating to water and electric bills are ~~made~~ a part of this chapter.

NEW BILLING AND COLLECTION OF FEES/ POLICY STATEMENT/ 16 AND 17 IS
 NEW/ THIS IS A KLEM PROCEDURE THAT IS ALLOWED BY THE HEALTH AND SAFETY CODE/
 FURTHER/ I QUESTION WHETHER WE WANT TO GET INTO A KLEM PROCEDURE AND/OR MAKE THE

OWNER OF THE PROPERTY PERSONALLY LIABLE FOR THE PAYMENT OF REFUSE, WHICH IS NORMALLY THE RESPONSIBILITY OF A TENANT) CITY SHALL BE THE COLLECTOR OF ALL FEES OR CHARGES FOR REGULARLY SCHEDULED REFUSE COLLECTION AND TRANSPORTATION SERVICES. AFTER EACH BILLING PERIOD, THE FEE FOR REFUSE SERVICES SHALL BE ADDED TO EACH CUSTOMER'S WATER OR ELECTRICITY BILLING, OR BILLED SEPARATELY IN THE ABSENCE OF A WATER OR ELECTRICITY BILLING. IF THE BILL IS NOT TIMELY PAID IN ACCORDANCE WITH THIS CHAPTER, REFUSE SERVICE SHALL BE DISCONTINUED. PENALTIES AND RULES PERTAINING TO PAYMENT OF WATER AND ELECTRIC BILLS AND TO DISCONTINUANCE AND RENEWAL OF WATER AND ELECTRIC SERVICE SHALL APPLY TO REFUSE SERVICES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR BILLING FOR SERVICES TO AND COLLECTING FEES FROM CUSTOMERS FOR WHOM HE PERFORMS SERVICES ON OTHER THAN A REGULARLY SCHEDULED BASIS. THE RECORD OWNER OF REAL PROPERTY WHERE SERVICES ARE PERFORMED SHALL BE LIABLE FOR PAYMENT OF FEES FOR SERVICES.

POLICY QUESTION: IF WE ARE COLLECTING ALONG WITH OTHER FEES, I QUESTION WHETHER IF THEY ARE GOING TO TURN OFF ALL OTHER SERVICES, IT BE NECESSARY TO DISCONTINUE REFUSE SERVICES, SINCE WE ARE ALREADY DISCONTINUING ALL SERVICES.

NEW 171 RECORDATION OF LIEN FOR DELINQUENT CHARGES CITY RESERVES THE RIGHT TO RECORD A LIEN FOR DELINQUENT FEES FOR REFUSE SERVICES ON THE REAL PROPERTY TO WHICH REGULARLY SCHEDULED REFUSE SERVICES WERE RENDERED, AND FOR WHICH CITY BILLED. CONTRACTOR RESERVES THE RIGHT TO RECORD A LIEN FOR DELINQUENT FEES FOR REFUSE SERVICES ON THE REAL PROPERTY TO WHICH REFUSE SERVICES WERE RENDERED ON OTHER THAN A REGULARLY SCHEDULED BASIS, AND FOR WHICH CONTRACTOR BILLED. RECORDED LIENS SHALL CARRY AN ADDITIONAL ADMINISTRATIVE CHARGE OF 10% OF THE AMOUNT OWED. (POLICY STATEMENT: NO WAY WE CAN DO THIS. WE HAVE NOT DONE IT FOR ANYONE ELSE AND WE NEED TO LOOK INTO THIS.) (POLICY QUESTION: DOES THE CITY COUNCIL WANT TO PERMIT A LIEN PROCESS WHERE REFUSE COLLECTION IS NOT PAID FOR?)

NEU: _____ Insurance of contractor.

A. The person, firm or corporation who is awarded the contract to collect refuse in accordance with Section 13.16.050 shall be considered an independent contractor responsible to the city for the result of his work to be done, but the work shall be performed under his own directions as to time and manner of performing the work.

B. The refuse collector shall maintain and keep in full force and effect Workers' Compensation Insurance covering all of his employees.

C. ~~THE REFUSE COLLECTOR SHALL MAINTAIN AT ALL TIMES, WHEN PERFORMING THE CONTRACT FOR THE CITY, LIABILITY AND PROPERTY DAMAGE INSURANCE IN THE MINIMUM SUM OF FIVE HUNDRED THOUSAND DOLLARS FOR DAMAGE TO PROPERTY, AND ONE MILLION DOLLARS FOR INJURY TO PERSONS, THAT MAY OR MIGHT OCCUR DURING THE PERIOD OF TIME THAT THE REFUSE COLLECTOR IS PERFORMING THE CONTRACT. THE CITY SHALL BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE, AND THE CITY SHALL BE HELD FREE AND HARMLESS FOR ANY AND ALL CLAIMS, DEMANDS AND/OR ATTORNEY FEES THAT MAY OCCUR OR ARISE AS A RESULT OF THE PERFORMANCE OF THE CONTRACT BY THE REFUSE COLLECTOR.~~

~~NEW:~~ - Refuse collector agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury,

including death, results or is claimed to have resulted, from any act or omission on the part of refuse collector or refuse collector's agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on refuse collector's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of the refuse collection agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this section shall apply and be construed as applying to any subtenant of refuse collector.

Residential & Commercial
LMC 13.16.070 Removal By Owner -- Permit. Every₄ owner of refuse shall have the right to remove the same, but it is unlawful for any person to remove refuse from more than one place, and no person, other than the regular refuse collector of the

city, shall remove any refuse **Over** any of the streets of the city without obtaining a permit to **do so**, NEW: (excepting hired gardeners who ~~may~~ remove their clippings from the area where they are so employed, and further excepting construction contractors, who shall be permitted to remove materials and debris from such areas as they ~~may~~ be contracting on). Such permits shall be issued by the city clerk or the city clerk's designee on application and on the payment of an amount which shall be determined from time to time by resolution of the **Lodi city council**, covering one calendar year beginning January 1st.

LMC 13.16.080 Receptacles. (POLICY QUESTION: DO WE WANT TO GO TO MANDATORY WASTEWHEELERS? IF SO, WILL THEY BE INCLUDED IN RATE OR WILL THEY BE LEASED FROM CONTRACTOR?)

A. It is the duty of each householder or tenant or lessee or any dwelling place, apartment or flat, or the landlord thereof, who by reason of contract or lease is obliged to care for such refuse, to provide and at all times to keep within such dwelling place, apartment or flat, or on the lot on which the dwelling place is situated, and easily accessible for refuse collections, either of the following:

1. One thirty-gallon refuse container for each unit; or
2. A one-yard common refuse container for each five units or multiples of five units.

B. Such containers shall be of such construction as to comply with the health laws of the city and state.

NEW ~~191 SOLID WASTE TRANSPORTATION~~ NO SOLID WASTE AND/OR REFUSE SHALL BE REMOVED AND CARRIED ON AND ALONG THE STREETS AND ALLEYS OF THE CITY UNLESS SUCH MATERIALS ARE ENCLOSED OR OTHERWISE SECURED SO AS TO PREVENT THE SOLID WASTE AND/OR OTHER REFUSE FROM BEING BLOWN, DROPPED, SPILLED, OR LEAKED.

Burning or burial.

LMC 13.16.090 It is unlawful for any person to burn or bury within the city any refuse except **weeds**, leaves, grass or ashes, or to place or deposit upon any street, alley, place or vacant lot, any of the materials included in the definition of the word "refuse" in Section 13.16.010, or to remove to the city sanitary fill any material which the city council may, after the effective date of the ordinance codified in this chapter, by resolution or ordinance exclude therefrom.

LMC 13.16.130 Unlawful Deposit.

A. It is unlawful for any person to throw into or deposit upon any public street, highway or grounds, or in any gutter or ditch or upon any private premises, **or** anywhere except in such places as **may** be designated for such purposes **by** the **chief** of police, any glass, broken ware, dirt, rubbish, refuse or filth, nor shall **any** rubbish, refuse or filth be allowed to remain upon any private premises.

B. Any dirt, rubbish, soot, ashes, cinders and filth of every kind in **any** **house**, cellar, yard or other place which the chief of police or health officer, **for** the health of the city, deems necessary to **be** removed, shall **be** carried **away** therefrom **by** and at the expense of the owner or occupant of such house or **any** place, where the **same** **may** be found and removed beyond the corporate limits or to **such** place **as may be** designated by the chief of police.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as **such** conflict may **exist**.

SECTION 3. This ordinance shall be published one time in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect thirty days from and after its passage and approval.

Approved this day of

EVELYN M. OLSON
MAYOR

Attest:

ALICE M. REIMCHE
City Clerk

State of California
County of San Joaquin, ss.

I, Alice M. Reimche, City Clerk of the City of Lodi, do hereby certify that Ordinance No. was introduced at a regular meeting of the City Council of the City of Lodi held and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held by the following vote:

Ayes:	Council Members -
Noes:	Council Members -
Absent:	Council Members -
Abstain:	Council Members -

I further certify that Ordinance No. was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

Approved as to Form

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

ordgarb2/txta.01v

HEALTH AND SAFETY CODE

on upon order of health officer or
ten

nitary district, or other district having
served written notice upon the owner
e, and such owner or reputed owner,
such dwelling house, together with all
and in a sanitary manner, with the
cost, and the person doing said work
lien upon said real estate for his work
is furnished shall be held to have been
wner, or person claiming or having any
y part of the cost or price of such
rials, or equipment for the same, and,
aid connection. It shall succeed to and
uch person or persons against the real

ided for in this section. the governing
on to the public sewer may, by order
is of such work and the administrative
ceedings, together with other charges
ody for the connection of the premises
nd tax collector of the public agency,
amount of the assessment to the next

the same manner as those provided for
3. of the Civil Code.

5474 for levying the costs incurred for
of the premises to the public sewer.
52, p. 1519, § 1. urgency, eff. Sept. 25,

ect property to system; lien for work

rd within an assessment district for the
may request the governing board to
he adjoining street public sewer system.
shall have a lien upon the property, for
materials furnished shall be deemed to
; reputed owner, or person claiming or
may pay all, or any part, of the cost or
ed labor, materials, or equipment and. to
of the connection. it shall succeed to and
ns against the property and the owner or

rovided for in this section. the governing
on to the public sewer may, by the power
of the legislative body, fix the cost of
activities, fix the times at which such costs
r to the construction and connection or in
a rate of interest, not to exceed 6 percent
sts, and provide that the amount of the
respective lots or parcels upon which the

Section 5474 to implement the levying of
ses to the public sewer.
pt. 25, 1973.)

s changes or additions by amendment

HEALTH AND SAFETY CODE

Library References

Municipal Corporations § 712.
C.J.S. Municipal Corporations § 1403.

ARTICLE 35. BONDS

W. P. n.
5465. Repealed.

§ 5465. Repealed by Stats.1975, c. 552, p. 1125, § 2

The repealed section, added by Stats.1975, c. 552, p. 1125,
§ 2, relating to bond election, was repealed by force of its
own terms on Jan. 1, 1977.

Former § 5465 was amended by Stats.1971, c. 1393, p.
3282, § 191; Stats.1973, c. 1091, p. 2221, § 1, and was
repealed by Stats.1975, c. 552, p. 1125, § 1.

ARTICLE 4. SANITATION AND SEWERAGE SYSTEMS

Section

5472. Payment of fees, rates, etc., under protest; action to recover after refusal of refund; law
governing.

5472.5. Collection of rates with rates of other utilities.

§ 5470. Definitions

The following words wherever used in this article shall be construed as defined in this section,
unless from the context a different meaning is intended. or unless a different meaning is specifically
defined and more particularly directed to the use of such words:

(a) **Assessment Roll.** "Assessment roll" refers to the assessment roll upon which general taxes of
the entity are collected.

(b) **Auditor.** "Auditor" means the financial officer of the entity.

(c) **Clerk.** "Clerk" means the official clerk or secretary of the entity.

(d) **Chambers.** "Chambers" refers to the place where the regular meetings of the legislative body
of the entity are held.

(e) **Entity.** "Entity" means and includes counties, cities and counties, cities, sanitary districts,
county sanitation districts, sewer maintenance districts, and other public corporations and districts
authorized to acquire, construct, maintain and operate sanitary sewers and sewerage systems.

(f) **Rates or Charges.** "Rates or charges" shall mean fees, tolls, rates, rentals or other charges
for services and facilities furnished by an entity in connection with its sanitation or sewerage
systems, including garbage and refuse collection.

(g) **Real Estate.** "Real estate" includes:

(1) The possession of, claim to, ownership of, or right to possession of land; and

(2) Improvements on land.

(h) **Tax Collector.** "Tax collector" means the officer who collects general taxes for the entity.

The amendment of this section made by the 1972 Regular Session of the Legislature does not
constitute a chance in, but is declaratory of, the preexisting law.

(Amended by Stats.1972, c. 100, p. 138, § 1.)

§ 5471. Power to prescribe and collect fees, tolls, rates, rentals or other charges; use of revenues

Any entity shall have power, by an ordinance approved by a two-thirds vote of the members of the
legislative body thereof, to prescribe, revise and collect, fees, tolls, rates, rentals, or other charges,
including sewer standby or immediate availability charges, for services and facilities furnished by it,
either within or without its territorial limits, in connection with its sanitation or sewerage
system; provided, that the entity may provide that such charge for such service shall be collected
with the rates, tolls and charges for any other utility, and that any or all such charges may be billed

Asterisks * * * Indicate deletions by amendment

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upon the same bill; provided further, that where such charge is to be collected with the charges for any other utility service furnished by a department or agency of such entity and over which its legislative body does not exercise control, the consent of such department or agency shall be obtained prior to collecting sanitation or sewerage charges with the charges for any other utility. Revenues derived under the provisions in this section, shall be used only for the acquisition, construction, reconstruction, maintenance and operation of water systems and sanitation or sewerage facilities, to repay principal and interest on bonds issued for the construction or reconstruction of such water systems and sanitary or sewerage facilities and to repay federal or state loans or advances made to such entity for the construction or reconstruction of water systems and sanitary or sewerage facilities; provided, however, that such revenue shall not be used for the acquisition or construction of new local street sewers or laterals as distinguished from main trunk, interceptor and outfall sewers.

(Amended by Stats.1973, c. 545, p. 1048, 5 4.)

United States Supreme Court

Municipal provision of sewage services, state policy to displace competition with regulation, see *Town of Halibut v. City of Eau Claire*, 1985, 103 S.Ct. 1713, 85 L.Ed.2d 24.

Notes of Decisions

Construction with other laws 1
Due process 3
Exemptions 4

1. Construction and application

Government Code § 54992 providing that any action by a local agency to levy a new fee or service charge or to approve an increase in existing fee or service charge shall be taken only by ordinance or resolution does not provide authority for public entity already bound by statutory (see this section and Government Code § 61021.3) requirements to adopt fee increases by ordinance, to ignore such limitations and adopt increases by resolution. *Cavalier Acres, Inc. v. San Simeon Acres Community Services Dist.* (App. 2 Dist.1984) 199 Cal.Rptr. 4, 151 C.A.3d 798.

This section required that sewer connection fees be established by ordinance, and resolution purportedly increasing sewer connection fees was not authorized either under Gov.C. 36934 or under city's police power. *Pinewood Investors v. City of Oxnard* (1982) 184 Cal.Rptr. 417, 133 C.A. 1030.

Under principle that general provision is controlled by special one, latter being treated as exception to § 5471 would be construed as providing, inter alia, method for setting and revising sewer services rates where local entity is not proceeding under specific revenue bond or improvement statute. *Kennedy v. City of Ukiah* (1977) 134 Cal.Rptr. 207, 69 C.A.3d 545.

By implication of Gov.C. § 54354 charges for sewer and water service could be set by municipality by means of either resolution or ordinance. *Id.*

Water rates which fixed higher minimum rates for commercial users than others with same number of meters were invalid. *Boynton v. City of Lakeport Municipal Sewer Dist.*

No. 1 (1972) 104 Cal.Rptr. 409, 28 C.A.3d 91, 61 A.L.R.3d 1228.

Sewer use rates which were based on classifications of properties according to use, number and type of fixtures, and number of people using fixtures were not unreasonable or discriminatory. *Id.*

Initiative process is not available to amend portion of municipal ordinance which provides that city council shall determine manner of fixing charges, a taxation function, for connection and use of sewer facilities. *Dare v. Lakeport City Council* (1970) 91 Cal.Rptr. 124, 12 C.A.3d 864.

2. Construction with other laws

Developer did not voluntarily waive right to refund of increase in sewer connection fee by building project and by not seeking any expedited remedy pursuant to Subdivision Map Act (Gov.C. § 66410 et seq.) to compel city to act in allegedly proper manner where developer followed method prescribed by this section. *Pinewood Investors v. City of Oxnard* (1982) 184 Cal.Rptr. 417, 133 C.A. 1030.

Sanitation and flood control district ordinance which established per bed sewer connection fee for convalescent hospitals did not exceed the district's powers since the district was empowered by special act to acquire or construct property necessary to carry out provisions of the act and to prescribe and collect charges for services or facilities furnished by the district and therefore was not restricted by general law (this section) prohibiting expenditures for acquisition and construction of local sewers or laterals and requiring that fees be charged only in exchange for services rendered to the public. *English Manor Corp. v. Vallejo Sanitation and Flood Control Dist.* (1974) 117 Cal.Rptr. 315, 42 C.A.3d 996.

3. Due process

Where municipal resolution did not declare delinquent charges for sewer or water services to be a lien, it was unnecessary for city council to give notice and provide hearing. *Kennedy v. City of Ukiah* (1977) 134 Cal.Rptr. 207, 69 C.A.3d 545.

4. Exemptions

The state of California is exempt, in the absence of express legislative authorization, from any charge for the retirement of revenue bonds issued by a county to finance expansion of a wastewater treatment plant. 87 Opn.Atlty. Gen. 13, 1-10-84.

§ 5472. Payment of fees, rates, etc., under protest; action to recover after refusal of refund; law governing

After fees, rates, tolls, rentals or other charges are fixed pursuant to this article, any person may pay such fees, rates, tolls, rentals or other charges under protest and bring an action against the city

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POLICY ITEMS

The following are policy items which reflect on the recommendations contained in this report-

1. Execution of the draft Franchise Agreement, provided separately, brings industrial **waste** disposal under the rate setting aegis of the City.
2. The draft Franchise Agreement provides ~~for~~ **a** 7-year rolling franchise rather than for **a.set:** number of years, with the ability to extend, year-by-year, **for a** maximum of 15 years.
3. Decide whether residential rates should be partially underwritten **by** commercial and/or industrial service.
4. If the decision is to provide **support** to the residential rates, the level of **support** must **be** selected, and the degree of support to **be** provided by other users must be determined.
5. A determination should **be** made concerning the continuation of rear yard service (current service levels) or whether mandatory curbside automated service is to be selected.

RECOMMENDATIONS

Subject to the policy decisions which effect the matters discussed in this report, the following is recommended:

1. Amendments to the municipal code **be** adopted enabling the execution of a Franchise Agreement, and enabling the City Council to adopt fees **by** resolution, A draft amendment has been provided separately.
2. Execute a Franchise Agreement **with** Lodi Sanitary City Disposal, Inc. to include residential, commercial and industrial service. A draft agreement has been provided separately.
3. Adopt per can rates at a selected level. of contractor profit before taxes, Rates may either **be** self-supporting or receive support from elsewhere within the system, See Table 1.
4. **As** an alternative, move to a flat rate of \$9.50 per month for mandatory curbside wastewhceler service. Requires rate support. See Table 1.
5. Adopt commercial **rates** such **as** shown on Table 2 with the appropriate support of **the** residential service. (Example is 10% Contractor's profit before taxes,)
6. **Adopt** industrial rates such **as** shown on Table 3 with the appropriate support of the residential service, (Example is 10% Contractor's profit before taxes,)

SUMMARY

The following is an evaluation of the several activities which, together, comprise the solid waste collection and transportation network for the City of Lodi. The evaluation took the form of an operational survey of residential, commercial and industrial waste collection, review of the transfer operation, and of the wood fuel composting and recycling operation. Rates for service based on the Contractor's 1986-87 and 1987-88 budgets have been calculated based on the costs of operation, profit, disposal charge and municipal franchise fee.

Rates for each type of service are examined and discussed. The report also contains a draft Franchise Agreement and a draft update of the City Code which have already been provided. The Agreement suggests a franchise which can be extended year-by-year, thereby resulting in a "rolling" multi-year agreement. The franchise may be terminated for cause, or allowed to expire in a set period.

A key element of the recommendations for 1987-88 is the inclusion of industrial refuse service in the franchise. Commercial container rental is also included in the recommended 1987-88 rates. This would bring all solid waste activities under franchise. The Draft Agreement calls for all rates to be reviewed on a periodic basis with intervening adjustments based on a cost of living factor.

Residential rates have been prepared for a continuation of rear yard service, and alternatively, for curbside wastewheelers.

Rates have also been computed for commercial container collection service including container rental, and for collection of industrial roll-off bins. The residential rate may include support from other users.

It has not been recommended that the public support continuation of either the composting project or the wood fuel reclamation operation. The Contractor has terminated both of these operations and does not plan to undertake them unless economically and practically feasible. The recycling center is proposed to stay in operation.

All rates have been computed to indicate the amounts required to cover actual costs, and the impact of 8% franchise fees (15% as current, less 7% paid to the County), various rates of profit, and \$2.00 per cubic yard dump fee (replaces the 7% formerly remitted to the County).

If per-can residential rates were adopted without support from elsewhere in the system, the unsupported rates would be \$9.07, \$11.87 and \$14.68 respectively for 1, 2 and 3 can services at a contractor's profit margin of 10% before taxes.

A curbside wastewheeler service is also examined. Unsupported rates of \$14.00 per month are justified at 10% profit before taxes. The report describes one sample of a supported rate, \$9.50 per month, and the resultant commercial and industrial contributions which would be necessary.

Commercial rates are recommended to about double including provision for \$2.00 per cubic yard dump fee at the landfill and container rental. Rates vary based on the number of containers and the frequency of collection.

It is likely that some policy decisions will be required to establish allowable contractor's profit, type of residential service to be rendered, and the amount and manner of provision of any infusion of funds from other users to help support residential rates. Sample calculations are provided which, together with the information contained in the various tables, can be used to determine alternative rates to the specific examples shown.

MEMORANDUM

TO: The Honorable Mayor and
Members of the City Council

FROM: City Manager

DATE: November 13, 1987

SUBJ: Policy Discussion on Solid Waste Collection, Transport and Disposal

The topic for discussion at the Shirtsleeve Session to be held Tuesday, November 17, 1987, is the City of Lodi's refuse collection service. Mr. Dave Vaccarezza, of Sanitary City Disposal Co., Inc., the City's contract hauler, will be in attendance to participate in the discussion, answer questions, and generally assist the City Council by providing whatever information on his company's operations the Council should desire.

Early last year the County of San Joaquin advised all haulers and agencies in the County that it would be uniformly imposing a \$2.00 per cubic yard gate fee on all refuse brought to the Harney Lane Sanitary Landfill. The \$2.00 charge went into effect for the City of Lodi industrial customers in July, 1986. At the request of the City Council in the spring of last year, the County agreed to delay the imposition of the \$2.00 gate fee for the commercial and residential customers in the City of Lodi until January 1, 1987. Since then *the* gate fee has been increased to \$2.45 per cubic yard effective September 1, 1987. The reason for the request was to allow the City time to conduct an in-depth evaluation of the City's refuse service and rate structure. On the staff recommendation, and with Mr. Vaccarezza in agreement, the **City** retained the firm of Eljumbly-Butler Associates, of Santa Rosa, recognized experts in the field of waste management, to perform this review and evaluation. The project leader was Mr. Duane Butler, a senior partner, well respected in this specialized field. The firm came highly recommended. This undertaking was a ponderous one, and as a result, extremely frustrating to all those involved. The assignment was not an easy one and the development of the necessary information **was** very time consuming. The report **was** distributed to the City Council earlier this year.

The Honorable Mayor and
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The purpose of this Snirtsleeve Session is to provide the City Council with an opportunity to discuss policy issues and of the various elements that go into development of a rate structure. A number of policy items will have to be addressed in the process. Among these are:

- Do we bring the industrial community under the franchise?
(at the present time it is not)

There are advantages and disadvantages to this action. On the plus side is the fact it gives the City Council greater flexibility in setting the rate schedule throughout the residential, commercial and industrial communities now and in the years to come. It also provides uniformity of service and prevents "rate wars" in that segment of our community. The down side is that it eliminates the freedom of choice of hauler for the industrial segment. But that freedom does not now exist in the residential and commercial segments. The matter of reusable materials and by-products will also have to be addressed.

- What should be the term of the franchise? Five years? Ten? Twenty? Should it be a rolling seven-year franchise with the ability to extend year-by-year to a maximum of 15 years?

The advantages of a shorter franchise period is that it gives the City Council the opportunity to review the refuse operation at more frequent intervals and has a tendency to hold any hauler more accountable for his operation. The disadvantage is that it does not foster the kind of stability one would like to see in this type of operation. Obviously, the reverse can be said of the longer franchise period. The stability is there, but is it in the best interest of the City and its citizens to enter into very long-term commitments? Of course, contracts can always be terminated for cause, but that is usually a laborious and complex legal undertaking. The consultant's report recommends a rolling seven-year Franchise.

- Should the residential rates be partially underwritten by commercial and/or industrial service?
- If there is to be some support for the residential rate, what should be the level of that support?
- Should we continue with rear yard service (current service levels) or should we consider the implementation of mandatory curbside automated or semi-automated service?

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It is easy to look at "the going rate" in other communities in the area and establish a rate structure based on that approach. In some cities its done primarily in that fashion and that is not necessarily all bad. In fact, when all is said and done, there must be some consideration for what will be acceptable to the community, sophisticated formulae notwithstanding. However, the various components of the rate structure will vary from one city to another and a direct comparison can be misleading.

For the City Council's information, the following rate information is presented:

Residential Refuse (one-can service)

1981	\$3.85		
1982	4.05	+	5.22
1983	4.45	+	9.9%
1984	4.87	+	9.4%

The current rate for residential refuse (one-can service) is that which was established by the City Council in 1984. It should be noted that the rate for a commercial one-yard bin was adjusted during the years noted above at approximately the same percentages.

The purpose of Tuesday morning's session is not to get into the specifics of a rate adjustment. That topic and the accompanying refuse collection ordinance and franchise agreement will be brought to the City Council at a later date, hopefully in the immediate future. Rather, as I mentioned earlier, the purpose of this meeting is to continue our review of the overall operation and to devote some time to the consideration of what are key policy issues.

TAP: br

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